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AN ABSTRACT OF TITLE

COMPILED BY

AUBURN ABSTRACT COMPANY, INC.

Abstracters and Title Ins. Agents

DEKALB COUNTY INDIANA COURTHOUSE

Auburn, Indiana

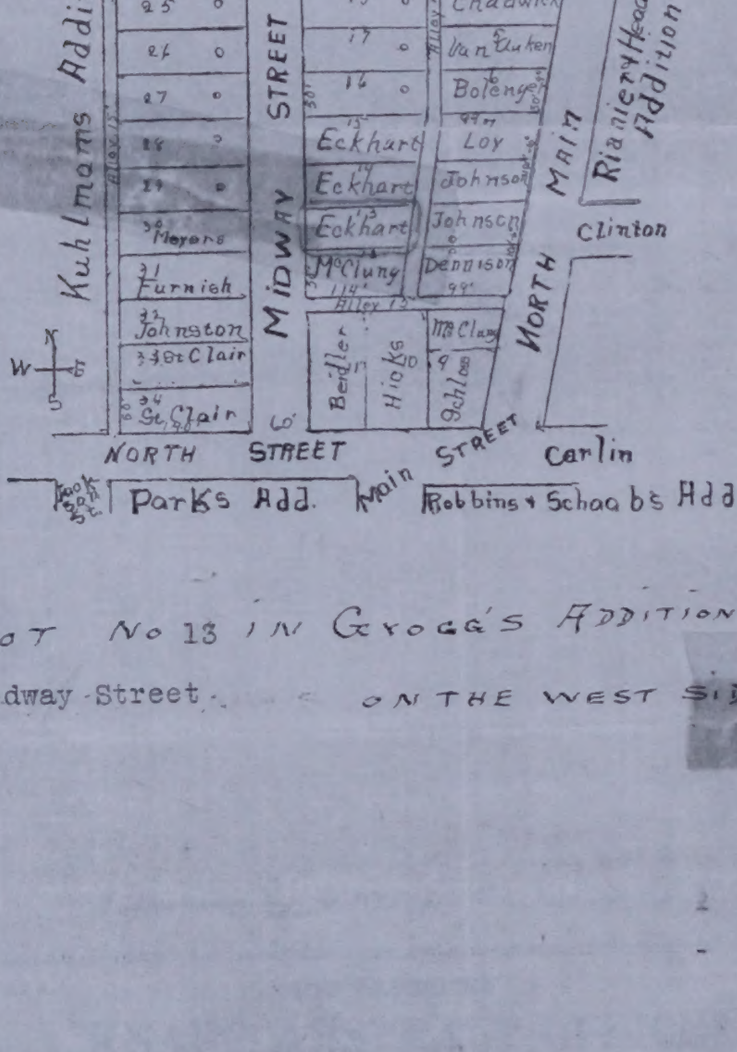
Auburn Abstract Company, Inc.

108 W. 8TH STREET

AUBURN, INDIANA 46706

Phone: (219) 925-4260

Map No. 1. Reproduction of Origional Plat of Auburn.



LOT No 13 IN CROCC'S ADDITION faces

Midway Street. ON THE WEST SIDE LINE

CAPTION
—TO—
ABSTRACT OF TITLE

To the following described Real Estate in DeKalb County, State of Indiana

All that part of lot number thirteen (13) Grogg Addition, City of Auburn, DeKalb County, Indiana, that lies West of the Alley as the same is now located in said Addition.

In the name of Clarence C. Marston, and wife.

PREPARED BY

KNAPP ABSTRACT OFFICE

AUBURN, INDIANA

E N T E R E D	Government Entry
b y	Dated: March 28, 1836.
Wesley Park and	Recorded in Tract Book, DeKalb
John B.Howe.	County, Indiana, page, 59.

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The following described Real Estate situated in the District of Lands subject to Sale at Fort Wayne, Indiana; and being within DeKalb County, State of Indiana, to-wit:-

The east half of the northwest quarter of section thirty-two (32), township thirty-four (34), North, Range thirteen (13),east.

And the east half of the southwest quarter section twenty-nine (29), township thirty-four (34), north, range thirteen (13), east.

The United States of America to Wesley Park, and John Badlam Howe.	Patent Deed Dated: March 30, 1837. Recorded: December 14, 1915. Record of Deeds, DeKalb County, Indiana, Vol. 89 page, 312.

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Whereas, Wesley Park, and John Badlam Howe, has deposited in the General Land Office of the United States, a Certificate of the Register of the land Office at Ft. Wayne, whereby it appears that full payment has been made by the said Wesley Park, and John Badlam Howe, according to the provisions of the Acts of Congress of the 24th day of April, 1820, entitled "An act making further provision for the sale of the Public Land for, the east half of the north west quarter of section thirty-two (32), township thirty-four (34), North, range thirteen (13) east and other Real-Estate. East half southwest quarter section twenty-nine (29) township thirty-four (34) North, Range thirteen (13) east.

According to the official plat of the survey of said lands, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Wesley Park and John Badlam Howe.

Now know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have GIVEN and GRANTED unto the said Wesley Park and John Badlam Howe, and to his heirs, the said tract above described: to HAVE and to HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said Wesley Park and John B. Howe and his heirs and assigns forever.

In testimony whereof, I, Martin VanBuren, President of the United States of America, have caused these letters to be made Patent and the seal of the General Land Office to be hereunto affixed

Given under my hand at the City of Washington the 30th, March, 1837, in the Year of Our Lord and of the Independence of the United States the

(Gov't Seal)

By the President Martin VanBuren,

by A. VanBuren, Sec'y.

Samuel D. King, Recorder of the General Land Office.

Vol. Page

John B. Howe.	Quit Claim Deed $50.00
to	Dated: May 23, 1836.
Wesley Park.	Recorded: January 15, 1823.
	Deed Record, Dekalb County,
	Indiana, Vol. 99 page 430.

Copy of A Deed Recorded at page 645, in Deed Record 2 of the Records of LaGrange County, Indiana, for 152 lots in Villabe of Auburn, also the north one-half (1/2) of the east one-half (1/2) of the southwest quarter of section twenty-nine (29), township thirty-four (34) north, Range thirteen (13) east, containing forty (40) acres, and received for record October 18, 1836,

KNOW ALL MEN By THESE PRESENTS, That I, John B. Howe, of LaGrange County, State of Indiana, in Consideration of $50.00 to me paid by Wesley Park, have GRANTED, BARGAINED, SOLD, RELEASED, and Forever Quit Claimed, unto the said Wesley Park, his heirs and assigns forever, all my right, title and interest in and to the following described premises to-wit:- All those village lots of land lying and being in the Village of Auburn, in the County of Allen and State of Indiana, to-wit:- All those lots lying between First Street on the North and Second Street on the South, all those village lots lying between third Street on the North and fourth street on the south, all, those Village lots lying between 5th Street, on the north and 6th Street on the south, all those Village lots lying between 8th Street, on the north and 10th Street on the south, all those village lots lying between 11th Street, on the north, and 12th Street on the South, all these village lots lying between Union Street on the North and Church Street, on the south all those Village lots lying between St. Joseph Street, on the North and Green Street, on the South, All those Village lots lying between Defiance Street, on the North and St Marys Street, on the south, according to the plat of said village, containing in all 152 lots, Also the North one-half (1/2) of the east one half (1/2) of the southwest quarter of section twenty-nine (29) township thirty-four (34) North, Range thirteen (13) east, containing forty (40) acres.

Saving and Excepting therecut and reserving for myself all water and Mill Privileges which may be upon all or any of the above described

premises, and the free and undisturbed right of cutting and digging, race's for the purpose of the water on said premises for said purpose, and the free right of any way for water over said premises, and the privilege of damming the water for said purpose, over or any of the premises.

John B. Howe.

Acknowledged by John B. Howe, October 14, 1836, before Francis F. Jewett, Justice of the Peace for LaGrange County, Indiana. (Seal)

State of Indiana, LaGrange County, ss:

I, Geo. A. Gage, County Recorder in and for said County, do hereby certify that the annexed and foregoing is a full, true and complete copy of the record of a deed and also of the certificate of acknowledgedment thereof, therein described, from John B. Howe, to Wesley Park, as the same appears of Record, in Deed Record 2 page 645, of the Records of the Recorder's Office of LaGrange County, Indiana, Jamuary 13, 1923. Geo. A. Gage. (Seal)

AFFIDAVIT.

State of Indiana.

DeKalb County.....ss:

Samuel W. Ralston, being duly sworn upon oath says that he is 82 years of age that he had resided in the town of Auburn, in said County ever since the 12th day of December 1842, that he was well acquainted with John B. Howe, who with Wesley Park was the owner of the lots in the Original Plat of said town, that said John B. Howe, was single and unmarried on the 10th day of August 1836.

And also until the year 1844, that he was well acquainted with sundry persons having no relation to the lots described in the Caption.

S.W. Ralston.

State of Indiana.

DeKalb County.

Before me, R. Dexter Tefft, a Notary Public within and for said County personally appeared the above named Samuel W. Ralston, this 24th day of November 1890, and subscribed and sworn to the truth of the foregoing affidavit by him made.

In testimony whereof I have hereunto set my hand and affixed my notorial seal at Auburn in said County and State, this 24th day of November 1890.

R. Dexter Tefft. Notary Public.
(Seal)

The above is a true and complete copy of the Original Affidavit of S.W. Ralston, now on file in the office of the Knapp Abstract Co.

Chas. H. Knapp.
Abstractor.

Wesley Park and,	Warranty Deed. $1100.00
Delana Park, his wife,	Dated: May 16, 1863.
to	Recorded: December 29, 1864.
John Ralston.	Record of Deeds, DeKalb County,
	Indiana, Vol. "Q" , page 61.

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The said grantor CONVEY and WARRANT to the said grantee the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

So much of that part of the northeast quarter of the southwest quarter of section twenty-nine (29), township thirty-four (34) north, range thirteen (13) east, described and gounded as follows, to-witt: on the west by lands belonging to the heirs of J.Poffenberger: on the north by C.F. Mader; on the east by lands belonging to the heirs of Thomas Ford; on the south and southeast by lands belonging to W. Griswold and Lot No. 13 in Parks Addition to the town of Auburn, including the lots, alleys and roads north of said lot. Containing in all 27.84 acres, more or less.

Signed and Sealed Wesley Park. Delana Park.

Acknowledged by Wesley Park and Delana Park, his wife, May 16, 1863, before Abner Pinchin, a Notary Public of DeKalb County, Indiana,

(Seal)

John Ralston.	Warranty Deed. $ 4000.00
Henrietta Ralston, his wife.	Dated: June 16, 1869.
to	Recorded: June 16, 1869.
Jacob Grogg.	Record of Deeds, DeKalb County,
	Indiana, Vol. U , page 327.

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The said grantor CONVEY and WARRANT to the said grantee the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

Commencing at the northwest corner of Parks Addition to the town of Auburn, in said County, and running thence east along the north line of said addition to the highway running from Auburn to Waterloo City; Thence in a northerly direction along said highway until it intersects the line running east and west through the center of said section twenty-nine (29): Thence west to the northeast corner of the northwest quarter of the southwest quarter of section twenty nine (29): Thence south to the place of beginning.

Containing nine (9) acres, more or less.

Signed and Sealed John Ralston. Henrietta Ralston.

Acknowledged by John Ralston and Henrietta Ralston, his wife, June 16, 1869, before John W. Rickel, a Notary Public for DeKalb County, Indiana. (Seal)

Jacob Grogg,
Sarah Grogg, his wife.

to

John Ralston.

Mortgage. $ 3500.00

Dated: June 16, 1869.

Recorded: June 16, 1869

Record of Mortgages, DeKalb County, Indiana, Vol. 6 , page 512.

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The said mortgagor Mortgage and Warrant to the said mortgagee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:

Commencing at the northwest corner of Parks Addition to the town of Auburn, in said County, and running: Thence east along the north line of said addition to the highway running from Auburn to Waterloo City: Thence in a northerly direction along said highway until it intersects the line running east and west through the center of said section twenty-nine (29); Thence west to the north east corner of the northwest quarter of the southwest quarter of said section: Thence south to the place of beginning. Containing nine (9) acres, more or less.

To secure the payment of three promissory notes of even date here with one for $1500.00 due October 15, 1869, one for $1000.00 due January 15, 1870, and one for $1000.00 due April 15, 1871, with interest from October 15, 1869.

Signed and Sealed, Jacob Grogg. Sarah her X mark Grogg.

Acknowledged by Jacob Grogg and Sarah Grogg, his wife, June 16, 1869, before John W. Pickel, a Notary Public of DeKalb County, Indiana (Seal).

The following entry appears upon the margin of the record of the foregoing mortgage, to-wit:

On the margin of Mortgage Record No. 6, page 512, appears the following release of the above mortgage, towit:-

"This mortgage being paid in full, I hereby release and cancel the same January 2, 1882.

Signed: John Ralston.

Attest: M. Boland, recorder.

IN DEKALB CIRCUIT COURT.

DeKalb County, Indiana.

In the Matter of the Estate,
of Jacob Grogg, deceased.

Letters Issued. In Vacation after October Term, 1891.

Be it remembered that on this 30th day of November, 1891, Jacob Walborn filed in the office of the Clerk of the DeKalb Circuit Court of the State of Indiana, his application for Letters of Administration upon the estate of Jacob Grogg, late of DeKalb County, State of Indiana, deceased. Said applicant also filed his bond in the penal sum of $5000.00, with John H. Weaver, Isaac Hague and Lewis Bowers as sureties thereon. And the Clerk being sufficient ly advised in the premises now grants the prayer of said petitioner, administers the oath usual in such cases and now issues such letters as prayed for.

(See Probate Order Book "K" page 139).

Confirmation.

December Term, 1891. Probate Order Book "K" page 152.

Upon the filing of the Clerks report herein, the Court now in all things confirms tha Letters Issued and the Bond taken in this behalf.

Final Report.

December Term, 1892, Probate Order Book "K" page 397-8.

Comes now the administrator in person and by counsel and files proof of posting notices andpublicaatiom of notice of ginal settlement of this estate, and the Court finds that said decedent left as his heirs, his widow, Sarah Grogg, his children, Malinda Barclay and Julia A. Bard, and his grandchildren Oliver Grogg, Nettie Lower and Isaac Grogg. Said Administrator shows that there has been a settlement between the Administrator of this Estate and said Isaac Grogg of Certain indebtedness which said Isaac owed his said grandfather, the decedent, at the time of his death, amounting to about $2100.00 of which said Isaac paid in cash the sum of $300.00 with accrued interest thereon, and for and in consideration of the balance owing by him to said estate on August 25th, 1892, said Isaac by his written contract intended to and did as the Court now construes said contract, asign to and transfer

all his right, title, and interest, in his balance for distribution of the personal property to said two children of decedent and to said other two grandchildren aforesaid, and therein agreed to and afterwards did convey all his interest in decedents Real-Estate, to said children and grand-children, aforesaid, in proportion as set out insaid contract which contract is signed by said widow and all the other heirs of said estate.

The Court finds that all the debts of said estate have been paid and the costs and expenses of said administration, and that said estate is fully settled and that said Administrator should be discharged.

And the Court finds that said decedent left the real-estate described in said report and that the same descended to said widow the one-third; and to Malinda Barclay the 2/9 thereof; to Julia A. Bard the 2/9 thereof; and to Oliver Grogg , Nettie Lower and Isaac Grogg, each the 2/27 part thereof; and that since decedent's death said Isaac Grogg has conveyed his interest therein as hereinbefore found.

It is therefore considered and adjudged that said estate is finally settled.

C O P Y O F W I L L OF
Sarah Grogg.

" Last Will and Testament of Sarah Grogg.

I, Sarah Grogg, of Auburn, DeKalb County, Indiana, do hereby make and publish my last will and testament.

Item 1st. I hereby direct the payment out of my estate the expenses of my last sickness and burial, and of all of my just debts for dare and expenses which I may need during my natural life for my domfort.

Item 2nd. After the payment of all my debts, I hereby give, devise and bequeath to my daughter Malinda Barclay and Julia A. Bard, each respectively, the three-eights (3/8) of all my estate.

Item 3rd. I hereby give, devise and bequeath to my grandson, Oliver Grogg and to my gran-daughter Nettie Lower, each respectively, the one-eight (1/8) of all my estate. My other grandson Isaac Grogg has already received his full share in advanceof my estate, is the reason I do not give him any thing.

In witness whereof, I have signed, sealed and published and declared this instrument as my last Will and Testament at Auburn, DeKalb County, Indiana, this 8th day of September 1893.

Witness:
J. Walborn.

her
Sarah X Grogg (Seal)
mark.

The said Sarah Grogg at said town of Auburn, on said 8th day of September 1892, signed and sealed this instrument and published and declared the same as for her last will in our presence and in the presence of each of us, and we at her request and in her presence and in the presence of each other, have hereunto written our names as subscribing witnesses.

Witness our hands and seals.

Ira Brandon. (Seal).
Mrs.R.A. York. (Seal).

State of Indiana, DeKalb County, ss:

Be it remembered that on the 8th day of January, 1894, Ira Brandon personally appeared before me, Clerk of the Dekalb Circuit Court of the State of Indiana, and being sworn by the Clerk of said Court, testified as follows, that on the 8th day of September 1892, he saw the said Sarah Grogg, since deceased, execute the annexed instrument in writing as and for her last Will and Testament. That said instrument, was, at the same time, at the request of the said testator, and with her consent attested and subscribed by the said Ira Brandon, and Mrs. R.A. Yorke, in the presence of said testator and of each other, as subscribing wirnesses thereto. That the said testator was at that time 21 years of age, of sound mind and not under any coercion or restraint as the said deponant verily believes. And farther deponant saith not.

Ira Brandon.

Subscribed and sworn to before me this 8th day of January 1894.

D.D. Moody Clerk of DeKalb Circuit Court.

State of Indiana, DeKalb County, ss:

I, D.D. Moody, Clerk of the DeKalb Circuit Court, of said state do hereby certify that the annexed will and testament of Sarah Grogg has been duly admitted to probate in said County and proven by the testimony of Ira Brandon, one of the subscribing witnesses thereto., and that a complete record of said will, and the proof thereof has been recorded in Will Record Vol. 2, at pages 106 and 107 of the records of DeKalb County.

In attestation whereof I have hereunto subscribed my name and affixed the seal of said Court in Auburn, in said County, this 8th day of January, 1894.

D.D. Moody, Clerk (Seal)

Copy of

A F F I D A V I T.

County of DeKalb. :
State of Indiana. : ss

John Otto being by me first duly sworn upon his oath says that he is 74 years of age and has been a resident of Auburn, DeKalb County, Indiana, ever since the year 1865. that he was well acquainted with Jacob Grogg, deceased, and with his family, that Sarah Grogg who made a will September 8th, 1892 bequeathing to her daughters Malinda Barclay and Julia A. Bard, each the 3/8 of all her estate respectively, and to Oliver Grogg and Nettie Lower, her grandchildren, each the 1/8 of all her estate respectively, was the widow of the said Jacob Grogg, that the said Jacob Grogg was the owner of the southeast quarter of the northeast quarter of section 26, township 34, range 13, and the south half of the northwest quarter of section 25, township 34, north, range 12, east, and also 9 acres of land in the northeast quarter of the southwest quarter of sedtion 29, township 34 north, range 13, east, described as follows, to-witt: commencing at the northwest corner of Parks Addition to Auburn, Indiana thence east along the north line of said addition to the highway leading from Auburn to Waterloo, Indiana, thence northerly along highway to the east and west center line of said section; thence west to the corner of northwest quarter of the southwest quarter of said section; thence south to the place of beginning; that the said Jacob Grogg died November 9th, 1891, leaving as his only heirs at law, his wife Sarah Grogg, his daughter Malinda Barclay (whose husband Frank Barclay died January 11th, 1874, leaving as his only heirs at law, his wife Malinda Barclay and one daughter, Alda Barclay who died unmarried and without issue October 30th, 1891, that the said Malinda Barclay afterwards intermarried with one George Killian who died without issue July 1896) and his daughter Julia A. Bard, and his grandchildren Isaac Grogg, Oliver Grogg and Nettie Lower, the only children of his son Adam Grogg who died December 23rd, 1868, And that the debts of the said estate of the said Jacob Grogg were all fully paid.

And further affiant saith not.

Signed: John Otto. (Seal)

Subscribed and sworn to before me this 30th day of March 1901.

Charles H. Knapp.
Notary Public.

(Seal).

My Commission expires Feb. 7th, 1904.

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The foregoing Affidavit is a full and complete copy of the Original Affidavit now on file in my office.

Chas. Knapp.
Abstractor.

Isaac Grogg.
Catharine C. Grogg, his wife.

to

Julia A. Bard.
Malinda Barclay.
Oliver Grogg.
Nettie Lower.

Quit Claim Deed. $1800.00
Dated: September 10, 1892.
Recorded: November 14, 1892.
Record of Deeds, DeKalb County, Indiana, Vol. "XX", Page 468.

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The said grantor CONVEY and QUIT CLAIM to the said grantee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

To Julia A. Bard and Malinda Barclay each respectively the undivided three-eights (3/8) part and to Oliver Grogg and Nettie Lower each respectively the undivded one-eight (1/8) part of the following described land. Commencing at the north west corner of Parks addition to the town of Auburn and running thence east along the north line of said addition to the highway running from Auburn to Waterloo: Thence in a northerly direction along said highway until it intersects the line running east and west through the center of said section twenty-nine (29), township thirty-four (34) North, of range thirteen (13) east; Thence west to the north east corner of the northwest quarter of the southwest quarter of said section twenty-nine (29): Thence south to the place of beginning. Containing nine (9) acres, more or less, and other real-estate.

Signed and Sealed Isaac Grogg. Catherine C. Grogg.

Acknowledged by Isaac Grogg and Catherine C. Grogg, his wife, September 10, 1892, before Jacob Walborn, a Justice of the Peace of DeKalb County, State of Indiana.

Malinda Barclay, Oliver P. Grogg, and May Grogg, his wife. Nettie Lower and David D. Lower, her husband. to Julia A. Bard.	Quit Claim Deed. $ 3000.00 Dated: May 4th, 1894. Recorded: May 16, 1894. Record of Deeds, DeKalb County, Indiana, Vol. ZZ , Page 552.

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The said grantor CONVEY and QUIT CLAIM to the said grantee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

Two (2) acres of land off of the northend of a tract of land described as follows: Commencing at the northwest corner of Parks Addition to the town of Auburn, and running thence east along the north line of said addition to thehighway running from Auburn to Waterloo City; Thence in a northerly direction along said highway until it intersects the line running east and west through the center of said section twenty-nine (29): Thence west to the northeast corner of the northwest quarter of the southwest quarter of section twenty-nine (29): Thence south to the place of beginning. The said tract containing nine (9) acres, more or less.

This deed conveys all of said Tract to Julia A. Bard except seven (7) acres deeded to Malinda Barclay, more or less.

Signed and Sealed Malinda Barclay, Nettie Lower, Oliver P. Grogg, David D.Lower. May Grogg.

Acknowledged by Malinda Barclay, Nettie Lower, Oliver P. Grogg on May 4, 1894, before Jacob Walborn, a Justice of the Peace of DeKalb County, State of Indiana. (Seal)

Acknowledged by: David D. Lower, May Grogg, May 7, 1894, before Daniel T. Zimmerman, a Notary Public of Noble County, Indiana. (Seal)

Julia A. Bard.
Isaac M. Bard, her husband.
Oliver P. Grogg.
May Grogg, his wife.
Nettie Lower.
David D. Lower, her husband.

to

Malinda Barclay.

Quit Claim Deed. $5700.00

Dated: May 4, 1894.

Recorded: May 16, 1894.

Record of Deeds, DeKalb County, Indiana, Vol. "ZZ" , Page 553.

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The said grantor CONVEY and QUIT CLAIM to the said grantee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

Seven (7) acres of land off of the southend of a tract of land described as follows, to-wit:- Commencing at the northwest corner of Parks Addition to the town of Auburn in said county and running thence east along the north line of said addition to the highway running from Auburn to Waterloo City; Thence in a northerly direction along said highway until it intersects the line running east and west through the center of said section twenty-nine (29) thence west to the northeast corner of the northwest quarter of the south west quarter of section twenty nine (29): Thence south to the place of beginning. Containing nine (9) acres more or less.

Signed and Sealed Julia A. Bard, Nettie Lower, Oliver P. Grogg, David D. Lower, May Grogg, Isaac W. Bard,

Acknowledged by Julia A. Bard, Nettie Lower and Oliver P. Grogg, May 4, 1894, before Jacob Walborn, a Justice of the Peace of DeKalb County, Indiana. (Seal)

Acknowledged by David D. Lower and May Grogg, May 7, 1894, before David T. Zimmerman, a Notary Public of Noble County, Indiana. (Seal)

Acknowledged by Isaac W. Bard, May 15, 1894, before Oscar J. Bard, a Notary Public of Montgomery County, Ohio. (Seal)

Malinda Killian, Isaac W. Bard. Julia A. Bard.	:	Town Plat. Dated: October 23, 1896.
to	:	Recorded April 24, 1897.
Grogg's Addition to Auburn, Ind.	:	Record of Town Plats, DeKalb County, Indiana, Vol.2 page 183.

Grogg's Addition to the town, now city, of Auburn, DeKalb County, Indiana, is laid out in a part of the northeast quarter of the southwest quarter of section twenty-nine (29), township thirty-four (34) north, range thirteen (13) east, described as follows: Beginning at a stone at the northwest corner of the northeast quarter and running thence south 710 1/3 feet to a stone: Thence east 421½ feet to an iron monument: Thence north 11 degrees and forty (40) minutes, east 736½ feet to a stone: Thence west 555 1/3 feet, to the place of beginning. Containing 8.6 acres. And it is laid out into lots numbered from 1 to 34 inclusive.

Signed and Sealed: Malinda Killian, Isaac M. Bard, Julia A. Bard.

Acknowledged by: Malinda Killian, Isaac M. Bard, and Julia A. Bard, October 23, 1896, before O.J. Bard, a Notary Public of Montgomery County, Ohio. (Seal)

Note.(According to the lines given in deeds shown at No. 9 and 10 of this Abstract, lots number 1, 21 and 22 and parts of lots numbered 2, 20 and 23 originally belonged to Julia A. Bard and all the balance of the addition belonged to Malinda Killian).

Malinda Killian, unmarried.

to

Michael Boland and wife,
Lettie M. Boland.

Warranty Deed. $750.00
Dated: August 26, 1905.
Recorded: February 25, 1907.
Record of Deeds, DeKalb County,
Indiana, Vol. 74 , page 49.

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The said grantor CONVEY and WARRANT to the said grantee the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

The lots numbered twelve (12), thirteen (13), fourteen (14), and fifteen (15), Grogg Addition, City of Auburn, DeKalb County, Indiana.

Signed and Sealed Malinda Killian.

Acknowledged by Malinda Killian, unmarried, August 26, 1905, before J.H. Rose, a Notary Public of DeKalb County, Indiana, (Seal)

Michael Boland and wife,
Lettie M. Boland.

to

Malinda Killian.

Mortgage. $ 450.00
Dated: August 26, 1905.
Recorded: September 25, 1905.
Record of Mortgages, DeKalb County,
Indiana, Vol. 58, page 156.

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The said mortgagor Mortgage and Warrant to the said mortgagee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:

The lots numbered twelve (12), thirteen (13), fourteen (14), and fifteen (15) Grogg Addition, City of Auburn, DeKalb County, Indiana.

To secure the payment of two promissory notes of even date herewith one for $200.00 with 6% interest, due on or before one year, and one for $250.00 with 6% interest due on or before two years.

Signed and Sealed, Michael Boland. Lettie M. Boland.

Acknowledged by Michael Boland, and wife Lettie M. Boland, August 26, 1905, before J.H. Rose, Notary Public for DeKalb County, Indiana. (Seal)

The following entry appears upon the margin of the record of the foregoing mortgage, to-wit:

The annexed mortgate having been fully paid and satisfied I hereby release the same of record August 31, 1906.

Malinda Killian.

Attest: John W. Henderson, recorder.

Michael Boland and wife,
Lettie M. Boland.

to

Frank E. Eckhart.

Warranty Deed. $ 500.00
Dated: September 14, 1911.
Recorded: October 16, 1911.
Record of Deeds, DeKalb County,
Indiana, Vol. 81 , page 577.

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The said grantor CONVEY and WARRANT to the said grantee the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

All of lots thirteen (13), and fourteen (14), Grogg Addition City of Auburn, that lies West of the alley as now changed and platted.

Signed and Sealed Michael Boland. Lettie M. Boland.

Acknowledged by Michael Boland, and wife, Lettie M. Boland, on September 14, 1911, before Inez Knapp, Notary Public of DeKalb County, Indiana. (Seal)

Frank E. Eckhart and wife, Grace L. Eckhart.	Warranty Deed. $ 400.00
to	Dated: October 7, 1913.
Francis Furnish, and Margaret Furnish, husband and wife.	Recorded: November 10, 1913.
	Record of Deeds, DeKalb County,
	Indiana, Vol. 85 , page 456.

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The said grantor CONVEY and WARRANT to the said grantee the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

All that part of lots thirteen (13) and fourteen (14), Grogg Addition, City of Auburn, that lies West of the alley as the same is now located in said Addition.

Signed and Sealed Frank E. Eckhart. Grace L. Eckhart.

Acknowledged by Frank E. Eckhart, and wife Grace L. Eckhart, October 17, 1913, before M. Boland, Notary Public of DeKalb County, Indiana.

(Seal)

Francis M. Furnish and
Margaret J. Furnish, his wife.

to

DeKalb Mortgage Loan Company.
Trustee.

Mortgage. $ 1000.00

Dated: June 22, 1914.

Recorded: June 26, 1914.

Record of Mortgages, DeKalb County, Indiana, Vol. 79 , page 364.

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The said mortgagor Mortgage and Warrant to the said mortgagee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:

Lot numbered thirteen (13), Grogg Addition to City of Auburn.

To secure the payment of one promissory note of even date herewith for $1000.00 due five years after date with 6% interest per annum from date until paid, payable semi-annually.

Signed and Sealed, Francis M. Furnish. Margaret J. Furnish.

Acknowledged by Francis M. Furnish and Margaret J. Furnish, his wife June 22, 1914, before Inez Knapp, a Notary Public of DeKalb County, Indiana. (Seal).

The following entry appears upon the margin of the record of the foregoing mortgage, to-wit:

This certifies that this mortgage has been fully paid and satisfied and the same is hereby released of record March 22, 1923.

DeKalb Mortgage Loan Company.

By: C.M. Brown, President.

Attest S.F. Morr, recorder.

Francis M. Furnish and Margaret J. Furnish, husband and wife. to DeKalb Mortgage Loan Company. Trustee.	Mortgage. $ 200.00 Dated: August 14, 1914. Recorded: August 14, 1914. Record of Mortgages, DeKalb County, Indiana, Vol. 79, page 492.

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The said mortgagor Mortgage and Warrant to the said mortgagee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:

The lot numbered thirteen (13), Grogg Addition, City of Auburn.

To secure the payment of one prommissory note of even date herewith due three years from date with 6% interest per annum from date until paid, payable semi-annually.

Signed and Sealed, Francis M. Furnish. Margaret J. Furnish.

Acknowledged by Francis M. Furnish and Margaret J. Furnish, husband and wife, August 14, 1914, before Inez Knapp, Notary Public of DeKalb County, Indiana. (Seal).

The following entry appears upon the margin of the record of the foregoing mortgage, to-wit:

This certifies that this mortgage has been fully paid and satisfied and the same is hereby released of record February 16, 1920.

DeKalb Mortgage Loan Company.

By: C.M. Brown, President.

Attest: H.C. Hathaway. recorder.

Francis M. Furnish and wife, Margaret Furnish.

to

W.H. Willennar.

Warranty Deed. $ 2950.00
Dated: September 5, 1917.
Recorded: September 6, 1917.
Record of Deeds, DeKalb County, Indiana, Vol. 91 , page 494.

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The said grantor CONVEY and WARRANT to the said grantee the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:-

All that part of lot numbered thirteen (13), Grogg Addition, City of Auburn, DeKalb County, Indiana, that lies West of the Alley as the same is now located in said Addition.

The grantee assumes and agrees to pay two mortgages payable to the to *DeKalb Mortgage Loan Company of Auburn, as a part of the consideration for this conveyance, the 1st of said mortgage calls for $1000.00 and the second for the sum of $300.00 and the grantors are to pay the interest to this date.

Signed and Sealed F.M. Furnish. Mrs. Margaret Furnish.

Acknowledged by Francis M. Furnish, and wife, Margaret Furnish, September 5, 1917, before Inez Knapp, Notary Public of DeKalb County, Indiana, (Seal)

W.H. Willennar and wife,
Vera L. Willennar.

to

Clarence C. Marston and,
Lucy J. Marston, husband and wife.

Quit Claim Deed. $ 1.00
Dated: July 6, 1920.
Recorded: July 13, 1920.
Record of Deeds, DeKalb County,
Indiana, Vol. 95 , Page 508.

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The said grantor CONVEY and QUIT CLAIM to the said grantee, the following described Real Estate, situated in [redacted] County, State of Indiana, to-wit:-

Lot thirteen (13), Grogg Addition City of Auburn, DeKalb County, Indiana.

Signed and Sealed W H Willennar ~~Clarence C. Marston.~~ Vera L Willennar ~~Lucy J. Marston.~~ Signed wrong First

Acknowledged by Clarence C. Marston, and [redacted], Lucy J. Marston, husband and wife, July 6, 1920, before Willis Rhoads, Notary Public of DeKalb county, Indiana.

(Seal).

We hereby Certify that the Records of DeKalb Co. Indiana show this deed to have been signed and acknowledged by W.H. Willennar and Vera L. Willennar (April 26, 1935.-)

DeKalb Abst. & Title Co.
Per:- W.H.

No. 27 KNAPP ABSTRACT OFFICE

TAXES AND ASSESSMENTS

The records in the office of the TREASURER of DeKALB COUNTY, INDIANA, show that the Taxes due or delinquent against the Real Estate described in the Caption of this abstract are as follows:

The Taxes for the year 1922, payable in 1923.

1st instalment: $67.15.
2nd instalment: $56.79.
} paid October 29, 1923, receipt No. 915.

C E R T I F I C A T E

State of Indiana, }
DeKalb County, } SS:

We hereby certify, that, the foregoing Abstract of Title is a correct exhibit of every instrument Conveying or Affecting the title to the premises described in the Caption from the date of Entry, to November 6th, 1923., inclusive, upon the records of DeKalb County, Indiana.

We further Certify, that we have made an examination of all proper records in the offices of the Clerk of Circuit Court, Auditor, Treasurer, Sheriff and Recorder of said county, and there are no liens or incumbrances against said premises, not shown in this Abstract. We do not certify to Municipal Records or Ditch or Special Assessments not fully certified on the County Treasurer or Recorder's Indexes.

This Abstract consists of 28 pages, numbered from 1 to 28, inclusive.

Dated at Auburn, Indiana, this 6th day of October, 1923. at 4:00 o'clock, P.M.

KNAPP ABSTRACT OFFICE,

By [signature]

Abstracter.

No. 28

Clarence C. Marston and wife, Lucy J. Marston.

to

Warren Lige.

Mortgage. $2500.00

Dated: November 19th, 1923.

Recorded: November 28th, 1923.

Record of Mortgages, DeKalb County, Indiana, Vol. 96 , page 443.

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The said mortgagor Mortgage and Warrant to the said mortgagee, the following described Real Estate, situated in DeKalb County, State of Indiana, to-wit:

The lot numbered thirteen (13), Grogg's Addition, Cityof Auburn, DeKalb County, Indiana.

To secure the payment of one promissory note of even date herewith for $2500.00 due six months after date with 6% interest from date until paid.

Signed and Sealed, Clarence C. Marston. Lucy J. Marston.

Acknowledged by Clarence C. Marston, and wife, Lucy J. Marston, on November 19th, 1923, before Walter D. Stump, Notary Public for DeKalb County, Indiana. (Seal)

The following entry appears upon the margin of the record of the foregoing mortgage, to-wit:

TAXES AND ASSESSMENTS

The records in the office of the TREASURER of DeKALB COUNTY, INDIANA, show that the Taxes due or delinquent against the Real Estate described in the Caption of this abstract are as follows:

The Taxes for the year 1923, payable in 1924.

1st instalment: $68.68 paid April 19, 1924, receipt 1291.

2nd instalment: $56.81.

THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA.

September 4th, 1906

Resolution No. 107.

Be it resolved by the Common Council of the City of Auburn, Indiana, that whereas a hearing has been given to the property holders in the matter of the vacation of the following described Alley.

Commencing at the Northwest corner of Lot No. seven (7) in Grogg's Addition, to the City of Auburn, Indiana, and running thence in a southwestly direction parallel with and ninety nine (99) feet west of the east boundray line of said Lot number seven (7), to a point where the same intersects the east boundary line of Lot fourteen (14) in said Addition; thence south on the east line of said Lots, 12, 13 and 14, in said Addition, to the southeast corner of Lot 12; thence east to the southwest corner of Lot 8; thence north on west boundary line of Lots 7 and 8 to place of beginning.

And of the opening of the following described alley, beginning at the northeast corner of Lot 15, in Grogg's Addition, to the City of Auburn and running thence in a southwesterly direction on a line parallel with and 114 feet from the east boundary line of Lots 7 and 8 in said Addition to the south boundary line of Lot 12 in said Addition; thence east on the south boundary line of said Lot 18 feet; thence north 45 degrees west to a point where said line intersects a line parallel with and 99 feet west of the east boundary line of said Lots 7 and 8; thence northeasterly on a line parallel with and 99 feet west of the east boundary line of said Lots 7 and 8 to a point where said line intersects the east boundary line of said Lot 14 aforesaid: thence north on the east boundary line of Lots 14 and 15 to the place beginning.

Pursuant to the resolution of the common council of said City of Auburn, adopted heretofore on August 5th, 1906.

Whereas, the common council has fully considered the testimony submitted and also the resolution hereto adopted in said matter and all other matters connected therewith.

Now therefore be it resolved by the common council of said City, first, that legal notice has been given of the time and place of such hearing to the property owners affected by or interested in the purposed improvement.

Second. That the resolution adopted by the common council of Auburn for the vacation and opening of said alleys known as resolution No. 107, adopted August 6th, 1906 and recorded in Ordinance Record No. 1, be confirmed and adopted Setpember 4th, 1906.

Attest: E.O.Little, City Clerk.

Geo O. Denison.
Mayor City of Auburn, Indiana.

C E R T I F I C A T E

State of Indiana, }
DeKalb County, } SS:

We hereby certify, that, the foregoing Abstract of Title is a correct exhibit of every instrument Conveying or Affecting the title to the premises described in the Caption from the date of Oct. 6, 1923 to May 23rd, 1924, inclusive, upon the records of DeKalb County, Indiana.

We further Certify, that we have made an examination of all proper records in the offices of the Clerk of Circuit Court, Auditor, Treasurer, Sheriff and Recorder of said county, and there are no liens or incumbrances against said premises, not shown in this Abstract. We do not certify to Municipal Records or Ditch or Special Assessments not fully certified on the County Treasurer or Recorder's Indexes.

This Abstract consists of 2 pages, numbered from 1 to 3, inclusive.

Dated at Auburn, Indiana, this 23rd day of May, 19 24.
at 9.30 o'clock, a.m.

KNAPP ABSTRACT OFFICE,

By Chas N Knapp

Abstracter.

No.....

CONTINUATION OF ABSTRACT OF TITLE PREPARED BY DEKALB ABSTRACT AND TITLE COMPANY OF AUBURN INDIANA:-

To the following described real estate in DeKalb County, State of Indiana to-wit:-

All that part of lot number thirteen (13) in Grogg's Addition to the town, now city of Auburn, that lies West of the Alley as the same is now located in said Addition.

From May 23, 1924 at 9:30 o'clock A.M. to October 31, 1924 at 5 o'clock P.M.

Clarence C. Marston and Lucy J. Marston his wife to Henry A. Kingsbury	Warranty Deed Dated, May 22,1924 Recorded, Sept. 8,1924 Record of Deeds, DeKalb County Indiana, Vol. 100 page 96 Consideration $1.00 Revenue $4.50

The said Grantors CONVEY and WARRANT to the said grantee the following described Real estate, situated in the County of DeKalb and State of Indiana, to-wit:

Lot numbere twelve (12) and lot number thirteen (13) in Grogg's Addition to the town,now city of Auburn.

Said grantos agree to pay the taxes against said real estate for the year 1923 which are due and payable in 1924, and the said grantee assumes and agrees to pay all taxes payable thereafter.

Signed and sealed, Clarence C. Marston
Lucy J. Marston

Acknowleged by Clarence C. Marston and Lucy J. Marston May 22,1924 before W. Murray Jones,Notary Public, Montgomery County,State of Chio, (Seal).

Henry A. Kingsbury, unmarried to City National Bank of Auburn.	Mortgage. Dated, May 26, 1924 Recorded, May 26, 1924 Record of Mortgages, DeKalb County, Indiana, Vol. 97 Page. 404 Amount, $2100.00

The said Mortgagors MORTGAGE and WARRANT to the said mortgagee the following described real-estate in DeKalb County, Indiana, to-wit:-

Lots numbered twelve (12) and thirteen (13) in Grogg's Addition to the City of Auburn.

Signed and sealed: Henry A. Kingsbury

Acknowledged by, Henry A. Kingsbury unmarried, May 26,1924 before Esther Beuret, Notary Public, DeKalb County Indiana (Seal).

The following entry appears upon the margin of the Record of the foregoing mortgage, to-wit:-

Warren Lige

to

Clarence C. Marston

Lucy J. Marston his wife

Release of Mortgage

Dated May 29,1924

The following appears upon the margin of the mortgage executed by Clarence C. Marston and Lucy J. Marston his wife to Warren Lige as it appears of record in Record of Mortgages,DeKalb County Indiana, Vol. 96,page 443:-

This certifies that this mortgage has been fully paid and satisfied a and the same is hereby released of record this 29 day of May 1924.

Warren Lige

Attest S.F.Morr, Recorder.

TAX STATEMENT

The records in the office of the Treasurer of DeKalb County Indiana disclose the fact that there are no unpaid delinquent taxes assessed against the lands described in the caption and that the taxes for the year 1923 payable in 1924 are as follows to-wit:-

First Installment:- $68.68 Paid

Second Installment:- 56.81 of which $35.10 is paid.

Personal taxes for the year 1923 payable in 1924 in name of Henry A. Kingsbury are as follows:-

First Installment:- $11.40 Paid

Second Installment:- 9.75 Paid.

CERTIFICATE

We hereby certify that the foregoing Abstract of Title, is a Correct exhibit of every instrument conveying or affecting the Title to the premises described in the Caption from the date of .... May. 23., 1924. at .9:30 .A.M. ..... to October. 31, 1924. at .5. o'clock P.M. inclusive, upon the records of DeKalb County, Indiana.

We further certify, that we have made an examination of all proper records in the office of the Clerk of the DeKalb Circuit Court, Auditor, Treasurer, Sheriff and Recorder of said County, and that there are no liens or incumbrances against said premises not shown in this Abstract. We do not certify to Municipal Records or Ditch or Special Assessments not certified to the County Treasurer or Recorder.

This Abstract consists of ...5.. pages, numbered from ..1..... to ..5..... inclusive, and is dated at Auburn, Indiana, this ...31.. day of ...October..... 192.4 at ...5..... o'clock, ..P.. M.

DeKalb Abstract & Title Co.

By .....Clark Krauseman.....
President.

CONTINUATION OF ABSTRACT OF TITLE PREPARED BY THE DEKALB ABSTRACT & TITLE COMPANY OF AUBURN INDIANA

To the following described real estate in DeKalb County, Indiana, to-wit:-

All that part of lot number thirteen (13) in Grogg's Addition to the Town, now City, of Auburn, that lies W est of the alley as the same is now located in said Addition.

From October 31, 1924 T o April 22, 1935, at 5 P.M.

Henry A. Kingsbury unmarried	:	Mortgage
To		Dated: Nov. 7, 1924
City National Bank of Auburn	:	Recorded: Nov. 10, 1924
	:	Record of Mortgages DeKalb Co Indiana Vol. 98 page 208
	:	Amount: $2500.00

- - - - -

The Mortgagor Mortgages and Warrants to the Mortgagee the following described real estate in DeKalb county Indiana towit:-

Lot number thirteen (13) in Groggs addition to the town now city of Auburn.

Signed and sealed: Henry A. Kingsbury

Acknowledged by: Henry A. Kingsbury unmarried on November 7, 1924 before Inez Knapp notary public DeKalb county Ind (SEAL)

- - - - - -

The following entry appears upon the margin of the record of the foregoing mortgage towit:-

This certifies that this mortgage has been fully paid and satisfied and the same is hereby released of record this 9 day of Nov. 1927

City National Bank of Auburn Ind by Willis Rhoads Cashier

Attest Neva Beaty Recorder.

Henry A. Kingsbury unmarried : Warranty Deed

To Dated: Nov. 7, 1924

Elman P. Lombard : Recorded: Nov. 10, 1924

Record of Deeds, DeKalb county

: Indiana Vol. 100 page 219

Consideration: $1.00

- - - -

The Grantor Conveys and Warrants to the Grantee the following described real estate in DeKalb county Indiana towit:-

Lot number thirteen (13) in Groggs addition to the town now city of Auburn.

The grantee agrees to pay the taxes on said premises for the year 1924 payable in 1925 and thereafter.

This conveyance is made subject to a certain mortgage calling for the sum of $2500.00 payable to the City National Bank of Auburn Indiana which the grantee assumes and agrees to pay. Said mortgage is of even date herewith and secures a note for a like amount due in one year from date.

Signed and sealed: Henry A. Kingsbury

Acknowledged by: Henry A. Kingsbury on November 7, 1924 before Inez Knapp notary public DeKalb county Indiana (SEAL)

Elman P. Lombard and Freeda M. Lombard his wife : Mortgage

Dated: Nov. 5, 1927

To : Recorded: Nov. 8, 1927

DeKalb Mortgage Loan Co., Trustee Record of Mortgages DeKalb Co

: Indiana Vol. 102 page 298

Amount:$1000.00

- - - - - -

The Mortgagors Mortgage and Warrant to the Mortgagee the following described real estate in DeKalb county Indiana towit:-

Lot number thirteen (13) in Groggs addition to Auburn excepting that part of said lot described as follows: commencing at the northeast corner of said lot number thirteen (13) thence west to the east line of the alley as now located, thence southwest along the east line of said alley to a point three (3) feet north of the south line of said lot number 13; thence east to the east line of said lot thence north to the place of beginning.

Signed and sealed: Elman P. Lombard

Freeda M. Lombard

Acknowledged by: Elman P. Lombard and Freeda M. Lombard his wife on November 5, 1927 before Esther Beuret notary public DeKalb county Indiana (SEAL)

- - - -

This certifies that this Mortgage has been fully paid and satisfied and the same is hereby released of record this 13 day of May 1943

The Auburn State Bank

J B Naylor

Attest G G Stanley RECORDER

10

City National Bank of Auburn : Release of mortgage

To Dated: May 27, 1925

Henry A. Kingsbury : Record of Mortgages DeKalb Co

Indiana Vol. 97 page 404

:

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The following entry appears upon the margin of the record of a certain mortgage dated May 26, 1924 and recorded May 26, 1924 in Mortgage Record Vol. 97 at page 404 of the mortgage records of DeKalb county Indiana, calling for $2100.00 and given by Henry A. Kingsbury to City National Bank of Auburn towit:-

This certifies that this mortgage has been fully paid and satisfied and the same is hereby released of record this 27th day of May 1925.

City National Bank of Auburn Indiana

By Willis Rhoads cashier

Attest: S. F. Morr, Recorder, by E. M.

Petition by Philip Riggs et al for drainage, judgment for costs rendered against the following petitioners towit:-	: Judgment for costs Dated: Sept. 5, 1933
	: DeKalb Circuit court of Ind
E.P.Lombard et al	J.D. 15 page 82
	: Amounts: $11,566.52 costs:
	of which $250.00 has been paid.
	: Fee-bill in hands of sheriff

TAX STATEMENT

The records in the office of the Treasurer of DeKalb county in the state of Indiana show that there are no unpaid delinquent taxes assessed against the lands described in the caption and that the taxes for the year 1934 due and payable in 1935 are as follows towit:-

1st installment: $32.57 Unpaid

2nd installment: 32.57 Unpaid

CERTIFICATE

We hereby certify that the foregoing abstract of title is a correct exhibit of every instrument conveying or affecting the title to the premises described in the caption from the date of October 31, 1924 to April 22, 1935 at 5 P.M. inclusive upon the records of DeKalb county Indiana.

We further certify that we have made an examination of all proper records in the office of the Clerk of the DeKalb circuit court; Auditor, Treasurer Sheriff and Recorder of said county and that there are no liens or incumbrances against said premises not shown in this instrument. We do not certify to Municipal Records or Ditch or Special assessments not certified to the county Treasurer or Recorder or Gasoline Tax or license fees under gasoline tax laws.

This abstract consists of..7..pages numbered from..7..to..13..inclusive and is dated at Auburn Indiana this 22nd day of April 1935 at 5 P.M.

DEKALB ABSTRACT & TITLE CO

BY. Clark Hamilton

President.

CONTINUATION OF ABSTRACT OF TITLE PREPARED BY THE DEKALB ABSTRACT AND TITLE COMPANY OF AUBURN INDIANA

To the following described real estate in DeKalb County, State of Indiana to-wit:-

All that part of lot numbered 13 in Grogg's Addition to the town now city of Auburn, that lies west of the alley as the same is now located in said addition.

From April 22,1935 at 5 P.M. to May 3,1943 at 5 P.M.

DeKalb Mortgage Loan Co. Trustee

TO

The Auburn State Bank,Trustee

Assignment of Mortgage

Dated: May 11, 1935

Record of Mtgs., DeKalb County, Indiana, Vol. 102 page 298

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The following entry appears upon the margin of the record of a certain mortgage executed by Elman P. Lombard and Freeda M. Lombard, his wife, to DeKalb Mortgage Loan Co. dated November 5, 1927 and recorded November 8, 1927 in Mortgage Records, DeKalb County, Indiana, Vol. 102 page 298 calling for $1000.00, to-wit:-

Auburn, Ind. 5-11-1935

For value received, We hereby assign, transfer and set over all my right, title and interest to the within mortgage to The Auburn State Bank, Trustee.

DeKalb Mortgage Loan Co. Trustee

By: I. M. Knapp, Secy

Attest: U. S. Raut, Recorder.

Probate

Dated: October 29, 1940

September Term 1940

DeKalb Circuit Court of Indiana

Probate Order Book JJ page 278

4648
Foreign Will of

Elman P. Lombard, deceased

Comes now Dan M. Link herein and presents for record an instrument in writing purporting to be a copy of the last will and testament of Elman P. Lombard, deceased, duly authenticated by Merle H. Young, Judge of the Probate Court of Van Buren County, Michigan, and Neenah Broughton, Register of the Probate Court of Van Buren County, Michigan. The Court now examines said copy of said will, and finds that said instrument ought to be allowed as the last will and testament of Elman P. Lombard, deceased. Said Copy of said will with its authentication is now ordered spread of record upon the will records of this Court, and is in these words, to-wit:-

I, Elman P. Lombard, a resident of the city of Auburn Dekalb County, State of Indiana being of sound mind and disposing memory, do hereby make and constitute this instrument to be my last Will and Testement, hereby revoking any and all former wills by me made.

Item 1. It is my will that all my just debts and funeral expenses be first paid out of my estate.

Item 2. I give and devise to my beloved wife, Freeda M. Lombard all of my Real and Personal property of whatever nature and where-ever located to be hers absolutely and in fee simple.

Item 3. I hereby nominate and appoint my wife Freeda M. Lombard as executor of this my last will and testament, to serve without bond.

In witness whereof I have hereunto set my hand and seal this 21st. day of September in the year of our Lord one thousand nine hundred and twenty eight.

ELMAN P. LOMBARD (Seal)

Signed, declared and published by the above subscribed Elman P. Lombard as

his last will and testament, in our presence, and subscribed by each of us in the presence of said testator, and in the presence of each other at his request, as witnesses thereto on the day and in the year above written.

J. J. HOFF MAMIE NOIROT

\- - -

PETITION FOR PROBATE OF WILL

State of Michigan,

The Probate Court for the County of Van Buren

To the Probate Court for said County:

In the Matter of the Estate of Elman P. Lombard, Deceased.

I, Freeda M. Lombard, respectfully represent that I reside in the Township of Almena in said County, and am interested in said estate and make this petition as widow, sole legatee and executrix named in the last will and testament of said deceased.

I further represent that said deceased died on the 22 day of February 1940, leaving a last will and testament, bearing date the 21st day of Septembe A.D. 1928, which is herewith deposited and filed in said Court; that said will is in writing and was signed by said deceased, in the presence of M. J. Hoff and Mamie Noirot two competent witnesses, who at the request of said deceased, attested and subscribed said will in his presence and in the presence of each other and that said deceased, at the time he executed said will was twenty-one years of age and upwards, and was of sound mind and under no restraint or undue influence whatever, as I am informed and believe.

I further represent that said deceased was, at the time of his death, an inhabitant of the Twp. of Almena in said County and left estate within said County to be administrered, and that the estimated value thereof is as follows: Real estate, $_____ or thereabout; personal estate, $1000 or thereabout, as I am informed and believe.

I further represent that the names, relationship, ages and residences, of the devisees, legatees and heirs-at-law of said deceased, are as follows:

Name	Relationship	Age	Residence
Your petitioner	widow	full	Paw Paw
Gerald B. Lombard	son	20	"

Richard S. Lombard	son	17	Paw Paw
Douglas B. Lombard	"	12	"
Harry A. Lombard	"	full	Detroit
Marian E. Lombard	daughter	"	
Willard E. Lombard	son	"	Roscommon

I therefore pray that said instrument now on file in said Court, be admitted to Probate and that the execution thereof and administration of said estate be granted to your petitioner, the executrix named in said will or to some other suitable person.

FREEDA M. LOMBARD

STATE OF MICHIGAN,)
) SS:
COUNTY OF VAN BUREN,)

On this 3rd day of April A.D. 1940 before me personally appeared the above named petitioner, who being duly sworn says, that contents thereof, and that the same is true of her own knowledge, except as to the matters therein stated to be upon her information and belief, and as to these matters she believes it to be true.

Nancy Davidson
Notary Public, Van Buren Co., Mich.
My Com. exp. Sept. 14, 1941.

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ORDER FOR PUBLICATION--Probate of Will

State of Michigan,

The Probate Court for the County of Van Buren

At a session of said Court, held at the Probate Office in the Village of Paw Paw in said County, on the 4th day of April A.D. 1940.

Present: Hon. Merle H. Young, Judge of Probate.

In the Matter of the Estate of Elman P. Lombard, Deceased.

Freeda M. Lombard, having filed in said Court her petition, praying that an instrument filed in said Court be admitted to Probate as the last will and testament of said deceased and that administration of said estate be granted to said petitioner, the executor named in said will, or some other suitable person.

It is Ordered, That said 6th day of May A.D. 1940 at nine A.M., at said Probate Office is hereby appointed for hearing said petition.

It is Further Ordered, That Public notice thereof be given by publication of a copy hereof, once each week, for three successive weeks previous to said

day of hearing in the Courier-Northerner a newspaper printed and circulated in said County.

MERLE H. YOUNG
(SEAL) Judge of Probate

A true copy.

Register Probate

- - - - -

PROOF OF PUBLICATION

State of Michigan

The Probate Court for the County of Van Buren

In the Matter of the Estate of Elman T. Lombard

COUNTY OF Van Buren ss.

Harold D. Spicer being duly sworn, says: I am the printer of The Courier-Northerner a newspaper printed and cirulated in said County, The annexed is a printed copy of a notice which was published in said paper on the following dates, to-wit: April 12 A.D. 1940, April 19 A.D. 1940, April 26 A.D. 1940.

HAROLD D. SPICER

Subscribed and sworn to before me this 26th day of April A.D. 1940.

Mary Clark
Notary Public Van Buren County, Michigan.
My Com Ex Oct. 31, 1943

RECEIVED PAYMENT
Apr 19, 1940
THE COURIER-NORTHERNER

* * * * *

ORDER FOR ADJOURNMENT

State of Michigan

The Probate Court for the County of Van Buren

At a session of said Court, held at the Probate Office in the Village of Paw Paw in said County, on the 6th day of May A.D. 1940.

Present: HON. Merle H. Young, Judge of Probate.

In the Matter of the Estate of Elman P. Lombard, Deceased.

This day having been appointed for hearing the petition of Freeda M. Lombard, praying that a certain instrument in writing, on file in said Court and purporting to be the last will and testament of said deceased, be admitted to Probate, and no witness appearing to prove said will, and it appearing to the Court that an adjournment should be had;

It is Ordered, That said hearing be and is hereby adjourned to the 27th day of May A.D. 1940, at 10 o'clock in the forenoon.

(SEAL) MERLE H. YOUNG, Judge of Probate

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ORDER OF ADMITTING WILL TO PROBATE

State of Michigan,

The Probate Court for the County of Van Buren

At a session of said Court, held at the Probate Office in the Village of Paw Paw in said County, on the 27th day of May A.D. 1940.

Present, HON. Merle H. Young, Judge of Probate.

In the Matter of the Estate of Elman P. Lombard, Deceased.

By adjournment, this day having been appointed for hearing the petition of Freeda M. Lombard praying for the probate of the instrument heretofore filed in said Court, purporting to be the last will and testament of said deceased and due notice of the hearing on said petition having been given as directed by said Court the said petitioner appeared no one opposing.

It appearing to the Court from the testimony of Mamie Noroit, one of the subscribing witnesses to said instrument that said deceased signed and duly executed said instrument as and for his last will and testament in the presence of sufficient and competent witnesses, and that said witneeses attested and subscribed said instrument as subscribing witnesses thereto, at the request of said deceased in his presence, and in the presence of each other, and that said deceased at the time of the execution thereof was of full age and sound mind, and under no restraint or undo influence;

It Further Appearing, that said deceased died on the 22nd day of February A.D. 1940 and at the time of his death was an inhabitant of the Township of Almena in said County, and that said instrument has been duly proved, and ought to be allowed as the last will and testament of said deceased;

It is Ordered, that said instrument be and is hereby allowed and admitted to probate as the last will and testament of said deceased, and that the same be recorded as required by law;

It is Further Ordered, that the execution of said will be commited, and the administration of the estate of said deceased be granted to Freeda M. Lombard, the executrix named in said wll, who is ordered to give bond in the

penal sum of One Thousand ($1000.00) dollars.

MERLE H. YOUNG
Judge of Probate.

State of Michigan,

The Probate Court for the County of Van Buren

In the Matter of the Estate of Elman P. Lombard, Deceased.

I, Merle H. Young, Judge of said Court, do hereby certify that the annexed instrument was this day duly proved and allowed as the last will and testament of Elman P. Lombard late of the Township of Almena in said County, deceased.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at the Village of Paw Paw in said County, this 27th day of May A.D. 1940.

MERELE H. YOUNG
(SEAL) Judge of Probate.

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BOND OF EXECUTOR

State of Michigan

The Probate Court for the County of Van Buren

In the Matter of the Estate of Elman P. Lombard, Deceased.

Know all Men by these Presents, That we, Freeda Lombard as principal, and AMERICAN SURETY COMPANY OF NEW YORK as surety, within the State of Michigan, are held and firmly bound and obliged unto Merle H. Young, Judge of Probate in and for said County, in the full sum of One Thousand ($1000.00) Dollars, lawful money of the United States of America, to be paid unto the said Judge of Probate, his successors in said office or assigns, to the true payment whereof we do bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals this 15th day of June A.D. 1940.

The Condition of the Obligation is Such, That if the above bounden Freeda Lombard who has been appointed executrix of the last will and testament of said deceased, shall well and truly perform, observe and keep the conditions following, to-wit:

1st. That she shall make and return to said Court within thirty days,

a true and perfect inventory of all the goods, chattels, rights, credits and estate of said deceased which shall come to her possession or knowledge, or to the possession of any other person for her,

2nd. That she shall administer according to law, and the will of said deceased, all the goods, chattels, rights, credits and estate of said decease which shall at any time come to her possession or to the possession of any other person for her and out of the same pay and discharge all debts, legacie and charges chargeable on the same, or such dividends thereon as shall be ordered and decreed by said Court;

3rd. That she shall render a true and just account of her administration to said Court, within one year, and at any other time when required by said Court;

4th. That she shall perform all orders and decrees by said Court, by said executrix to be performed in the premises; then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

Freeda M. Lombard (Seal)

AMERICAN SURETY COMPANY OF NEW YORK (Seal)

By A. Colton Part (Seal)
Resident Vice-President

Attest: M. Devlin (Seal)
Resident Asst. Secretary
#523740-K

STATE OF MICHIGAN,)
) ss.
County of Van Buren)

The suret___ in the foregoing bond being sworn each for himself says, that he is worth the amount of the penalty in said bond, over and above all debts and legal exemptions.

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Subscribed and sworn to before me, this _____ day of _____ A.D. 19___.

Notary Public, Van Buren County, Mich.

I have examined and do approve the foregoing bond, this 19th day of June A.D. 1940.

MERLE H. YOUNG
Judge of Probate

LETTERS TESTAMENTARY

State of Michigan,

The Probate Court for the County of Van Buren

In the Matter of the Estate of Elman P. Lombard, Deceased.

To Freeda M. Lombard of the Township of Almena, GREETING:

You having been appointed executrix of said estate, the last will and testament of said deceased having been duly admitted to probate in said Court, a copy whereof is hereunto annexed, and having given a bond in the premises which has been duly approved and filed as required by law, I do by these presents commit unto you full power and authority to administer and faithfully dispose of, according to law and the will of said deceased, all and singular the goods, chattels, rights, credits and estate of said deceased, which shall at any time come to your possession, or to the possession of any other person for you, and to ask, gather, levy, recover and receive, all the goods, chattels, rights, credits, and estate whatsoever of said deceased, which to him at the time of his death did belong; and to pay and discharge all debts, legacies and charges chargeable on the same, or such dividends thereon as shall be ordered and decreed by said Court; hereby requiring you to make and return to said Court within thirty days, a true and perfect inventory of all the goods, chattels, rights, credits and real estate of said deceased which shall come to your possession or knowledge, or to the possession of any other person for you, and also to render a just and true account of your administration to said Court within one year, and at least once in each year thereafter during your administration, and at any other time when required by said Court, and to perform all orders and decrees of said Court by you to be performed in the premises.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at the Village of Paw Paw in said County, this 19th day of June 1940.

(SEAL)

MERLE H. YOUNG
Judge of Probate.

INVENTORY

State of Michigan,

The Probate Court for the County of Van Buren

In the Matter of the Estate of Elman P. Lombard, Deceased.

A true and perfect inventory of all the personal estate, goods, chattels, rights and credits of said estate, to-wit:

Stock and tools on farm in Almena Township	1000.00
Share in Estate of Burton F. Lombard, Father of Deceased, now being Probated. Value unknown but estimated at	400.00

STATE OF MICHIGAN,

The Probate Court for the County of Van Buren

In the Matter of the Estate of Elman P. Lombard, Deceased.

COUNTY OF Van Buren ss.

Freeda M. Lombard, Executrix of said estate being duly sworn, says:

The foregoing is a true and perfect inventory of all of said estate that has come to my knowledge or possession, and if I shall hereafter become possessed of any further assets belonging to said estate I will make return thereof to said Court.

Freeda M. Lombard, Executrix

Subscribed and sworn to before me, this 21 day of June 1940.

Nancy Davidson
Notary Public, Van Buren County, Mich.

My commission expires _____ 19____.

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STATE OF MICHIGAN)
) SS:
COUNTY OF VAN BUREN)

IN PROBATE COURT IN AND FOR SAID COUNTY

IN THE MATTER OF THE ESTATE)
)
---OF---)
)
ELMAN P. LOMBARD, DECEASED)

FREEDA LOMBARD, Executrix of said estate, files this Report and Statement, as her Final Account, and shows to the Court:

I.

She received the stock and tools, on the farm in Almena Township, valued in the inventory of said estate at the sum of, $1000.00

Share in the estate of Burton F. Lombard, father of deceased, was estimated in the inventory at, 500.00

On this estate she has in fact received check for the sum of, 337.30

Also, she received certificate of indebtedness of Milan Depositors Corporation of Milan, Michigan, No. 1340, dated February 23, 1940, in the fact amount of, 202.33

Said certificate of indebtedness stands in the name of Elman P. Lombard.

II.

All funeral expenses, and expenses of last sickness, have been fully paid. No debts were proved against said estate. There is no real estate belonging to said estate, within the State of Michigan. Expenses of administration have been paid, as follows:

Publication charges,	$10.10
Probate court fees,	5.00
Surety bond,	10.00
Registration fees,	1.67
Commission, taking testimony to prove will,	10.00
Attorney fees, Anderson & Anderson,	100.00
TOTAL ADMINISTRATION EXPENSES,	$126.77

III.

Petition represents that she is the only person interested in the property of said estate, as the will of deceased makes her the absolute owner of all property. She therefore waives publication of hearing on final account and prays the court to make an order allowing this Report as the Final Account of said Executrix; that an order be made, assigning all the property of said deceased to this petitioner; and that she be discharged, and her bond cancelled.

Freeda M. Lombard, EXECUTRIX

STATE OF MICHIGAN)
) SS:
COUNTY OF VAN BUREN)

On this 11th day of October, 1940, before me personally appeared the above named petitioner, who being duly sworn says that she has read the foregoing petition by her signed, and knows the contents thereof, and that the same is true of her own knowledge, except as to the matters therein stated to be upon her information and belief, and as to those matters she believes it to be true.

Nancy Davison
Notary Public,
Van Buren Co., Mich.

My Commission expires Sept. 14, 1941.

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ORDER ALLOWING ACCOUNT ON WAIVER OR NOTICE OF HEARING

State of Michigan,

The Probate Court for the County of Van Buren

At a session of said Court, held at the Probate Office in the Village of Paw Paw in said County, on the 11th day of October A.D. 1940.

Present: HON. Merle H. Young, Judge of Probate.

In the Matter of the Estate of Elman P. Lombard, Deceased.

Freeda Lombard the executrix of said estate having on this day filed her final account and petition for the allowance thereof as such executrix and petitioner being the sole residuary legatee of said deceased the said petitioner appeared no one opposing.

It appearing to the Court, after due examination of said account, that the same is correct and ought to be allowed,

It is Ordered, That the said account be and is hereby allowed.

Merle H. Young, Judge of Probate

(SEAL)

STATE OF MICHIGAN,)
) SS:
COUNTY OF VAN BUREN)

IN PROBATE COURT IN AND FOR SAID COUNTY

IN THE MATTER OF THE ESTATE)
---OF---)
ELMAN P. LOMBARD, DECEASED.)

At a session of said Court, held at the Probate Office, in the Village of Paw Paw, in said County, on the 11th day of October, 1940.

Present: The HON. MERLE H. YOUNG, Judge of Probate.

This day having been appointed for hearing the petition of FREEDA LOMBARD, Executrix and sole residuary legatee of said estate, praying that the residue of said estate be assigned to her; and it appearing that said FREEDA LOMBARD is the only person interested in any of the property of said deceased; and that notice of hearing on said petition has been waived;

It further appearing to the Court that all the debts, funeral charges, expenses of administration, and other claims, have been paid in full, and that all proceedings required by law for the proper administration and settlement of said estate, have been taken, and that there remains to be assigned to the said FREEDA LOMBARD personal estate, as hereinafter set forth:

IT IS ORDERED, that such residue of personal estate, to-wit; all cash remaining in her hands, and all the stock and tools belonging to said estate, and particularly, a certain certificate of indebtedness, of Milan Depositors Corporation, of Milan, Michigan, being Number 1340, dated February 23, 1940, in the amount of $202.33, and standing in the name of ELMAN P. LOMBARD, be and the same is hereby assigned, according to law, and the Will of Deceased, to the said FREEDA LOMBARD, to be hers absolutely.

Merle H. Young
Judge of Probate

EXEMPLIFICATION OF RECORD--Under Act of Congress

State of Michigan,

The Probate Court for the County of Van Buren.

In the Matter of the Estate of Elman P. Lombard, Deceased.

I, Neenah Broughton, Register of said Court, having the legal custody of the files and records thereof, do hereby certify that I have compared the attached copy of WILL
Petition for Probate of Will
Order for Publication - Probate of Will.
Proof of Publication
Order for Adjournment
Order Admitting Will to Probate
Bond of Executor
Letters Testamentary
Inventory
Final Account
Order Allowing Final Account and
Order Assigning Residue
in said estate

with the original thereof on file in said Court and have found the same to be a correct transcript therefrom and of the whole of such original and that said Letters Testamentary are now in full force and virute.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at the Village of Paw Paw, in said County, this 24th day of October, A.D. 1940.

Neenah Broughton
Register of Probate

(PROBATE SEAL)

State of Michigan,

The Probate Court for the County of Van Buren.

I, Merle H. Young, Judge of the Probate Court in and for said County, in said State, do hereby certify that said Court is a Court of Record, having jurisdiction in all probate cases in said County of Van Buren; that Neenah Broughton is duly appointed Register of Probate of said County and acting as Clerk of said Probate Court; that the signature to the foregoing certificate of exemplification is the genuine signature of the said Neenah Broughton; that the seal affixed thereto is the seal of said Court; and that the annexed exemplification and the foregoing certificate of same are in due form of law.

In Testimony Whereof, I have hereunto set my hand and caused the seal of said Court to be hereunto affixed, this 24th day of October A.D. 1940.

MERLE H. YOUNG,
Judge of the Probate Court in and for
said County of Van Buren.

(SEAL)

State of Michigan,

The Probate Court for the County of Van Buren.

I, Neenah Broughton, Register of Probate in and for said County, in said State, do hereby certify that Merle H. Young whose name is subscribed to the above certificate, is the duly commissioned and qualified Judge of said Probate Court, and that the signature to said certificate is the genuine signature of the said Merle H. Young.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court, this 24th day of October A.D. 1940.

Neenah Broughton
Register of Probate in and for the
County of Van Buren.

(SEAL)

FILED
OCT 29 1940
CARRIE P. WEAVER
Clerk DeKalb Circuit Court

Will recorded in Will Record Vol. 9 page 98 and Deed Record Vol. 113 page 220.

PETITION TO DETERMINE VALUE OF PROPERTY, INHERITANCE AND TRANSFER TAX, WITH STATEMENT OF INDEBTEDNESS AND DEDUCTIONS

(Non-Resident Decedent)

RECEIVED
DEC 6 1940
STATE TAX BOARD

STATE OF INDIANA,)
) In the DeKalb Court
County of DeKalb)

In the matter of the estate of

Elman P. Lombard, deceased

Freeda M. Lombard of Paw Paw, Michigan, being first duly sworn, deposes and says:

1. That she is executrix and sole beneficiary in the will of the above named decedent, and that said decedent died a resident of Van Buren County, State of Michigan, on the 22 day of February, A. D. 1940.

(a) Leaving a last will and testament, a certified copy of which is hereto attached to this petition and also to duplicate copy of same, immediately following Schedule E, which was duly admitted to probate by the Probate Court of the County of Van Buren, State of Michigan, on the 27th day of May, A.D. 1940; and for the contest of which will no proceeding is now pending or contemplated by anyone to the knowledge, information or belief of this petitioner, except such as may be referred to and paricularly described on the back of this sheet or upon additional sheet inserted immediately following this sheet; and with respect to which will no written renunciation has been filed by the widow or surviving husband, if any, and no such renunciation is contemplated to the knowledge, information or belief of this petitioner, except as stated on the back of this sheet or upon additional sheet inserted immediately following this sheet.

(c) And that letters testamentary were granted by the Probate Court of the County of Van Buren, State of Michigan, on the 19th day of June, A.D. 1940, to Freeda M. Lombard, whose address is Paw Paw, Michigan, a verified copy of certificate showing issuance of same being attached hereto.

SCHEDULE A-2

Tangible Property

SCHEDULE A-2-a

That said decedent owned or had no right, title or interest in any real estate in the State of Indiana at the time of his or her death, except as set out and described as follows:

Description	Value as Last Assessed for Taxation	Petitioner's Estimate of fair Market Value
Lot 13,(East of Alley) City of Auburn DeKalb County, Indiana	$2250.00	$2500.00
This real estate is subject to a mortgage held by Auburn State Bank, Auburn, Indiana, sum of $2250.00		

Gross value of Decedent's Estate wherever situate $2289.63

SCHEDULE C--RECAPITULATION

Total Value Schedule A-1.	Intangible Property	$ None	
Total Value Schedule A-2.	Tangible Property	$ 250.00	
Total Value Schedule A (Property transferred by will or intestate law)			$250.00
Total Schedule B (Property taxable in State of Indiana transferred otherwise than by will or intestate law)			None
GRAND TOTAL ESTATE TAXABLE IN THE STATE OF INDIANA AND SCHEDULE B			$250.00

SCHEDULE D--DEDUCTIONS

Nature and Description of Claim,Debt or Expense	Amount of Deductions Claimed
Funeral expenses	375.00
Publication	10.00
Probate court fees	5.00
Registration fees	1.67
Commission for testimony on proof of will	10.00
Fees of executrix	75.98
Attorney fees in Michigan	100.00
Attorney fees in Indiana	25.00
Court costs in Indiana	10.00
Total Schedule D	$ 612.75

SCHEDULE E--PERSONS BENEFICIALLY INTERESTED IN THIS ESTATE

Name of Beneficiary	P.O.Address	Relationship to decedent	Fair Market Value of Interest Received	Amount of Exemption Claimed
Freeda M. Lombard	Paw Paw, Mich.	Widow	None	None
Gerald B. "	"	Son	"	"
Richard S. "	"	"	"	"
Douglas B. "	"	"	"	"
Harry A. "	Detroit, Mich.	"	"	"
Marion E. "	"	Daughter	"	"
Williard E. "	Roscommon, Mich.	Son	"	"

14. That petitioner has made due and diligent search for property of every kind, nature and description left by the decedent, and has been able to discover only that set forth in Schedules A and B, and that no information of any other property of the decedent has come to his knowledge, and that he verily believes that decedent left no property except as therein set forth. That all the sums claimed as deductions in Schedule D are lawful, just and fair, and that to the best of petitioner's knowledge, information and belief the decedent made no gift,grant or conveyance of any tangible property in the State of Indiana in contemplation of death, or to take effect in possession or enjoyment at or after death, except as may be specifically set forth in the appropriate sub-schedule of Schedule B.

Petitioner further says that wherever in any of said sub-schedules the word "none" has been left blank, such word or omission is to be taken as equivalent to an affirmative allegation by deponent that the decedent left no property or made no transfers of the kind to which sub-schedule relates.

Wherefore, your petitioner prays the court for an order finding and adjudging the net cash value of the property of the decedent, at the time of the transfer thereof, and the amount of inheritance or transfer tax for which the same is liable, and for all other proper relief.

Subscribed and sworn to before me this 5" day of December,A.D. 1940.
(Seal) DANIEL M. LINK, Notary Public
My Com Ex Jan 3, 1942.

Freeda M. Lombard
Paw Paw, Michigan

FILED
DEC 12 1940
Carrie P. Weaver
Clerk DeKalb Circuit Court

(Certified Copy of Will attached)

ORDER DETERMINING VALUE OF ESTATE AND AMOUNT OF TAX, ETC.

STATE OF INDIANA

OFFICE OF STATE BOARD OF TAX COMMISSIONERS

In the Matter of the Estate of Elman P. Lombard, Non-Resident.

The Matter of determining the value of the property of said decedent and the tax imposed by the inheritance and transfer tax laws upon the transfer thereof coming on to be heard at this time.

And it appearing that the inventory and report of Freeda M. Lombard, Executrix & heir have heretofore been duly filed herein, and that said deceased died on or about the 22nd day of February, 1940, a resident of Michigan, State.

And having taken testimony and considered the inventory, appraisal, report and the whole record herein, and having heard all parties desiring a hearing, and being fully advised in the premises;

The State Board of Tax Commissioners finds and determines that the clear market value of the property of the said decedent, subject to and within the jurisdiction of the laws of this State, is as follows:

Value of Personal Property (Gross)	$ None
Value of Real Property (Gross)	2,500.00
Total Gross Value of Estate	2,500.00 NO TAX
Deductions (Debts,Claims,Expenses, etc)	2,862.75
Total Net Value of Estate	NONE

And the State Board of Tax Commissioners further finds and determines that the proportions and amounts of the property of the decedent transferred the names and relationship of the persons beneficially entitled to receive the same, the rates and amounts of tax for which they are liable, are as follows:

Name	Relation	Value of Interest	Exemption	Rate	Amount of Tax
Freeda M. Lombard	Widow	None	15M	1%	None
Gerald B. Lombard	Son	None	2M	1%	None
Richard S. Lombard	Son	None	2M	1%	None
Douglas B. Lombard	Son	None	2M	1%	None
Harry A. Lombard	Son	None	2M	1%	None
Marion E. Lombard	Daughter	None	2M	1%	None
Williard E. Lombard	Son	None	2M	1%	None
			Total Tax		$ NO TAX NONE

WHEREFORE, IT IS ORDERED,That Freeda M. Lombard, Executrix and heir or said persons pay and deliver to theState Board of Tax Commissioners, as and for the tax imposed by the acts in relation to the taxable transfers of property, the proportions and amounts as above set forth.

Such tax shall be a lien upon the several items of personal property described in the petition for determination and the appraiser's report, and the following real estate:

County	Twp.,City or Town	Description,Addition,Etc.
DeKalb	Auburn:	Lot 13 (east of alley) City of Auburn, DeKalb County, Indiana.

NO TAX

Dated December 6, 1940

STATE BOARD OF TAX COMMISSIONERS

By Isaac Kane Parks
Inheritance Tax Administrator

FILED
DEC 12 1940
Carrie P. Weaver
Clerk DeKalb Circuit Court

Recorded in Inheritance Tax Record 3 page 594

Cause No. Probate 11470

Tax Sale

Dated: April 10, 1939

Tax Sale Record 5 page 122

No. of Certificate 28

Description: Lot 13,Grogg's Addition, East of Alley, Auburn City

Amount of Cert.: 50.26
.50

By whom purchased: Geo. P. Street, Atlanta Georgia

Deed taken: September 3, 1941

The State of Indiana, Burley Ensley, Auditor of DeKalb County

TO

George P. Street

Tax Title Deed

Dated: September 3, 1941

Recorded: September 6, 1941

Record of Deeds, DeKalb County, Indiana, Vol. 114 page 103

- - - -

WHEREAS, George P. Street did on the 25th day of August, 1941, produce to the undersigned Burley Ensley, Auditor of the County of DeKalb in the State of Indiana, his certificate of purchase, in writing, bearing date of the 10th day of April, 1939, signed by Burley Ensley who as the last mentioned date was the Auditor of said County, from which certificate it appears that George P. Street did, on the 10th day of April, 1939, purchase at Public Auction at the door of the Court House in said County, the tract, parcel or lot of land lastly in this Indenture described, and which lot was sold to George P. Street for the sum of Fifty Dollars and Twenty-six Cents, being the amount due on the following tracts or lots of land returned delinquent in the name of E. P. Lombard for the non-payment of taxes, costs and charges for the years 1936, namely:

Lot numbered Thirteen (13) East of the Alley in Grogg's Addition to the city of Auburn.

which said lands have been recorded, among other tracts, in the office of said Auditor, as delinquent for the non-payment of taxes, costs and charges due for the last year aforesaid and a true copy of said record transmitted to the office of the Auditor of State, in manner and for as prescribed by law, and legal publication made of the sale of said lands, and it appearing that the said George P. Street is the legal owner of said certificate of purchase No. 28 of Tax Sale of 1939 and the time fixed by law for redeeming the land therein described having now expired, the said E. P. Lombard nor any person in his behalf having paid or tendered the amount due the said George P. Street on account of the aforesaid purchase, and for the taxes by him since paid; and the said George P. Street having demanded a deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs

and charges above specified; and it appearing from the records of said County Auditor's Office, that the aforesaid lands were legally liable for taxation, and has been duly assessed and properly charged on the Duplicate with the taxes for the years 1936

THEREFORE, THIS INDENTURE, made this 3rd day of September, 1941 between The State of Indiana Burley Ensley, Auditor said County of the first part, and the said George P. Street of the second part, WITNESSETH, That the said party of the first part for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, his heirs and assigns forever, the tract or parcel of land mentioned in said certificate, situate in the County of DeKalb and State of Indiana, and described as follows namely:

Lot numbered Thirteen (13) East of the alley in Grogg's Addition to the city of Auburn

TO HAVE AND TO HOLD the said last mentioned tract or parcel of land, with the appurtenances thereto belonging, to the said party of the second part, his heirs and assigns forever, in as full and ample a manner as the said Auditor of said County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said Burley Ensley, Auditor of the said County of DeKalb has hereunto set his hand and affixed the seal of the Board of County Commissioners, the day and year last above written.

Burley Ensley
Auditor DeKalb County

(COMMISSIONERS' SEAL)
Attest: Harvey Phelps
Treasurer DeKalb County.

State of Indiana, DeKalb County, SS:

Before me, the undersigned Murray A. Steele, Clerk DeKalb Circuit Court in and for said County, this day personally came the above named Burley Ensley Auditor of said County, and acknowledged that he signed and sealed the foregoing Deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 3rd day of September 1941.

Murray A. Steele

(CLERK'S SEAL)

George P. Street and Willie Muse Street, his wife

TO

Freeda M. Lombard

Quit Claim Deed

Dated: September 27, 1941

Recorded: September 30, 1941

Record of Deeds, DeKalb County, Indiana, Vol. 114 page 172

Consideration: $1.00 and other valuable considerations

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The Grantors Release and Quit-Claim all the right, title and interest and only such right, title and interest acquired by grantors at a delinquent tax sale held April 10, 1939, under Certificate No. 28, for delinquent taxes for the year 1936 and prior TO the Grantee the following described real estate in DeKalb County, State of Indiana, to-wit:-

Lot No. 13 (east of Alley) in Grogg's Addition to the City of Auburn.

Signed and Sealed: George P. Street (Seal)
Willie Muse Street (Seal)

E. Anderson
Geo. Wellner

Acknowledged by: George P. Street and Willie Muse Street, his wife, on September 27, 1941 before Glen H. Larned, notary public, Fulton County, State of Georgia. (Seal)
My commission expires August 11, 1945.

Elman P. Lombard and Freeda M. Lombard, his wife

TO

The Auburn State Bank of Auburn

Mortgage

Dated: April 26, 1935

Recorded: April 26, 1935

Record of Mtgs., DeKalb County, Indiana, Vol. 110 page 91

Amount: $1000.00

- - -

The Mortgagors Mortgage and Warrant to the Mortgagee the following described real estate in DeKalb County, State of Indiana, to-wit:-

Lot number thirteen (13) in Grogg's Addition, Auburn, except the following: Commencing at the Northeast corner of said lot number thirteen (13); thence West to the East line of the alley as now located; thence Southwest along the East line of said alley to a point three feet North of the South line of said lot thirteen (13); thence East to the East line of said lot; thence North to the place of beginning.

Signed and Sealed: Elman P. Lombard
Freeda M. Lombard

Acknowledged by: Elman P. Lombard and Freeda M. Lombard, his wife, on April 26, 1935 before Wm. H. Husselman, notary public, DeKalb County, State of Indiana.

This certifies that this Mortgage has been fully paid and satisfied and the same is hereby released of record this 13 day of [illegible] 1943

The Auburn State Bank

By J. R. Higgins, Pres.

40

Attest: U. G. Stanley

Asst. Cashier

Elman P. Lombard and Freeda M. Lombard, his wife

TO

The Auburn State Bank

Mortgage

Dated: April 27, 1937

Recorded: May 19, 1937

Record of Mtgs., DeKalb County, Indiana, Vol. 112 page 467

Amount: $250.00

- - -

The Mortgagors Mortgage and Warrant to the Mortgagee the following described real estate in DeKalb County, State of Indiana, to-wit:-

Lot number thirteen (13) in Grogg's addition to the city of Auburn, except the following described tract: commencing at the northeast corner of said lot thirteen (13); thence west to the east line of the alley as now located; thence southwesterly along the east line of said alley to a point three (3) feet north of the south line of said lot thirteen (13) thence east to the east line of said lot; thence north to the place of beginning.

This certifies that this Mortgage has been fully paid and satisfied and the same is hereby released of record this 13 day of May 1943

The Auburn State Bank

J. B. Huggins Pres.

Attest G. G. Stanley RECORDER

Signed and Sealed: Elman P. Lombard

Freeda M. Lombard

Acknowledged by: Elman P. Lombard and Freeda M. Lombard his wife on May 3rd, 1937 before J. Bert Travis, notary public, Van Buren County, State of Michigan. (Seal)

Elman P. Lombard and Freeda M. Lombard, his wife

TO

Charles E. Kingsbury

Quit Claim Deed

Dated: March 3, 1926

Recorded: March 16, 1926

Record of Deeds, DeKalb County, Indiana, Vol. 101 page 443

Consideration: $1.00

- - -

The Grantors Release and Quit Claim to the Grantee the following described real estate in DeKalb County, State of Indiana, to-wit:-

Part of Lot numbered thirteen (13) in Grogg's Addition to the City of Auburn, described, as follows:-Commencing at the northeast corner of said Lot thirteen; thence west to the east line of the alley as now located; thence southwest along the east line of said alley to a point three feet north of the south line of said lot thirteen; thence east to the east line of said Lot; thence north to the place of beginning.

Signed and Sealed: Elman P. Lombard

Freeda M. Lombard

Acknowledged by: Elman P. Lombard and Freeda M. Lombard, his wife, on March 3, 1926 before Oak Husselman, notary public, DeKalb County, State of Indiana. (Seal)

Petition of Phillip Riggs et al for Drainage. Judgment for costs rendered against the followsing petitions:-

E.P.Lombard et al.

Judgment for costs.

Dated Sept. 5,1933

DeKalb Circuit Court of Indiana

Judgment Docket 15 page 82.

Amount: $11,566.52 costs.

The following entry appears on the margin of the foregoing record of judgment to-wit:-

January 4,1943. For payment in full of these costs see Fee Book 18 page 180.
Murray A. Steele,Clerk.

TAX STATEMENT

The records in the office of the Treasurer of DeKalb County in the State of Indiana show that there are no unpaid delinquent taxes assessed against the lands described in the caption and that the taxes for the year 1942 payable in 1943 are as follows:-

1st Installment:- $25.20 Paid

2nd Installment:- 25.20 Unpaid

Description: Lot 13 Groggs Add. E. of alley

Assessed value lands: $320.00

Assessed value improvements: $1930.00

Abstracters Note:- An investigation of the tax records shows that after the deed to Elman P. Lombard Nov. 7,1924 all of lot 13 was carried on the duplicate under his name. After the deed to Charles E. Kingsbury March 3,1926 lot 13 east of alley was carried in name of ~~Charles E. Kingsbury~~ Elam P. Lombard and part of lot 13 was carried in name of Charles E. Kingsbury. This was probably a mistake in entering on the duplicate for the transfer was correct, which would have left the part of said lot lying west of the alley in the name of Elam P. Lombard.

CERTIFICATE

We hereby certify that the foregoing Abstract of Title is a correct exhibit of every instrument conveying or affecting the title to the premises described in the caption from the date of April 22, 1935 at 5 p.m. to May 3, 1943, at 5 o'clock P.M., inclusive upon the records of DeKalb County, Indiana.

We further certify that we have made an examination of all proper records in the offices of the Clerk of the DeKalb Circuit Court, Auditor, Treasurer, Sheriff and Recorder of said county and that there are no liens or incumbrances against said premises not shown in this instrument. We do not certify to Municpal Records or Ditch or special assessments not certified to the County Treasurer or Recorder or gasoline tax or license fees under gasoline tax laws.

This abstract consists of 30 pages numbered from 15 to 44 inclusive and is dated at Auburn, Indiana, this 3rd day of May, 1943, at 5 o'clock P.M.

DeKALB ABSTRACT & TITLE COMPANY

By: Oak Husselman
Oak Husselman, Pres.

CAPTION TO

__ CONTINUATION __ __

ABSTRACT OF TITLE PREPARED BY THE DEKALB ABSTRACT & TITLE COMPANY
of AUBURN, INDIANA

to the following described real estate situate in DeKalb County, Indiana, to-wit:

All that part of lot numbered Thirteen (13) in Grogg's Addition to the town, now city of Auburn, that lies west of the alley as the same is now located in said addition.

From: May 3, 1943 at 5:00 P.M. To: November 5, 1963 at 5:00 P.M.

Freeda M. Lombard, widow

To

Ruth G. Moffet

Warranty Deed

Dated: May 11, 1943

Recorded: May 13, 1943

Record of Deeds, DeKalb County, Indiana, Vol. 115 page 443

Consideration: $1.00

The Grantor Convey and Warrant to the Grantee the following described real estate in DeKalb County, Indiana, to-wit:

All that part of Lot numbered Thirteen (13) in Grogg's Addition to the town, now City, of Auburn, that lies West of the Alley as the same is now located in said addition.

Signed and sealed: Freeda M. Lombard

Acknowledged by: Freeda M. Lombard, widow on May 11, 1943

before David Anderson, Jr., Notary Public, VanBuren County, Michigan (Seal)

TAX STATEMENT

The records in the office of the Treasurer of DeKalb County, in the State of Indiana, show that there are no unpaid delinquent taxes assessed against the lands described in the caption and that the taxes assessed in the year 1962 due and payable in 1963 are as follows to-wit:

AUBURN CITY

In name of: Ruth G. Moffet

Lot 13 W of Alley, Grogg's Add.
Value of land: $800.00
Value of improvements: $2080.00
1st installment: $91.01 paid 4-6-63
2nd installment: $91.01 paid 8-10-63

Abstractor's Note: Attention is called to a Certified copy of Resolution concerning territorial jurisdiction of the Auburn City Plan Commission dated October 10, 1956 and recorded October 29, 1956 in Miscellaneous Record V page 216, Recorder's office, DeKalb County, Indiana, and an amendment changing certain boundaries in said Resolution dated Dec. 18,1957 and recorded April 29,1958 in Miscellaneous Record. W page 38, Recorder's office, DeKalb County, Indiana. Captioned real estate is incorporated within the territory as set out in said Resolutions.

ABSTRACTER'S CERTIFICATE

We hereby certify that the foregoing Abstract of Title is a correct exhibit of every instrument conveying or affecting the title to the real estate described in the caption from the date of May 3, 1943 at 5:00 o'clock P.M. to November 5, 1963 at 5 o'clock P.M. inclusive, upon the records of DeKalb County, Indiana, subject only to the exceptions hereinafter stated.

We further certify that we have made an examination of all proper records in the offices of the Clerk of The DeKalb Circuit Court, Auditor, Treasurer, Sheriff and Recorder of said County and that there are no liens nor incumbrances against said real estate not shown in this abstract which attached during the period covered by this certificate except as hereinafter stated.

The search for judgment liens has been limited to the following named persons:

Ruth G. Moffet
Alfred E. Woodcock (prospective
Alma L. Woodcock purchasers)

and we do not certify as to judgments against any others. We do not certify to municipal records nor to ditch or special assessments not certified to the County Treasurer or Recorder, nor to gasoline tax or license fees under gasoline tax laws. Search for Federal tax liens is limited to the period covered by this certificate.

This abstract consists of 3 pages numbered from 46 to 48 inclusive and is dated at Auburn, Indiana, this 5th day of Nov., 1963 at 5:00 o'clock P. M.

DEKALB ABSTRACT & TITLE CO.

By: Wm H. Hunsaker
President

ADEQUATE TITLE PLANT
APPROVED
I. T. A.
PERMIT NO. 62
INDIANA TITLE ASSOCIATION

C A P T I O N

TO

A CONTINUATION OF AN ABSTRACT OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DEKALB COUNTY, STATE OF INDIANA, TO-WIT:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the City of Auburn, DeKalb County, State of Indiana, that lies West of the alley as the same is now located in said addition.

Subject to all Easements and Restrictions as Recorded.

IN THE NAME OF: Alfred E. Woodcock and Alma L. Woodcock, husband and wife.

PREPARED BY: KNAPP ABSTRACT OFFICE, Auburn, Indiana.

Ruth G. Moffet, unmarried and over the age of 21 years,

TO

Alfred E. Woodcock and Alma L. Woodcock, husband and wife.

) WARRANTY DEED. $1.00

) Dated: January 9, 1964

) Recorded: January 9, 1964

) RECORD OF DEEDS, DeKalb County,

) Indiana, Vol. 137, Page 34.

The said Grantor CONVEYS AND WARRANTS to the said Grantees the following described Real Estate situated in DeKalb County, State of Indiana, to-wit:

All that part of lot numbered Thirteen (13) in Grogg's Addition to the town, now city of Auburn, that lies west of the alley as the same is now located in said addition.

Grantees assume and agree to pay the second half of 1963 taxes due and payable in November 1964 and all taxes thereafter becoming due and further all other assessments that become due after the date of this deed.

Signed and Sealed: Ruth G. Moffet

Acknowledged by Ruth G. Moffet, unmarried and over the age of 21 years, on the 9th day of January, 1964, before Marvin D. Shaw, a Notary Public in and for DeKalb County, State of Indiana.

(NOTARY SEAL)

This instrument prepared by: Donald T. Mefford of Husselman and Mefford, Attorneys

TAX STATEMENT

The records in the office of the Treasurer of DeKalb County, State of Indiana, show the TAXES assessed gainst the Real Estate described in the Caption hereof, to be as follows:

AUBURN CITY TAX DUPLICATE

Page 245 Line 19

Assessed in the name of: Woodcock, Alfred E. & Alma L.

Description: Groggs Add W of Alley Lot 13

Assessed valuation of Lot:	$ 800.00
" " Improvements:	2080.00
Total Net Taxable Valuation:	$2880.00

TAXES FOR THE YEAR 1964, PAYABLE IN 1965

1st. Installment:	$ 93.60	PAID 4-30-65
2nd. Installment:	$ 93.60	PAID 10-29-65

ABSTRACTER'S CERTIFICATE

THIS CERTIFICATE WITNESSETH, That the undersigned, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify, for the use and benefit of any owner of the real estate hereinafter described, his mortgagees, trustees, vendees, and assigns, that the foregoing consisting of 3 sheets, numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, entered or filed of record, in DeKalb County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the Caption thereof.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown, including taxes and special assessments; that the status of such liens is correctly set forth, including any assignments thereof; that all satisfied liens and all releases and other evidences of satisfaction of such liens have been included; that (in case this Certificate be made to the continuation of an Abstract) all changes in the status of liens, shown as such on this Abstract prior to the continuation thereof, have been correctly noted or shown:

The period of time certified to herein is:

FROM November 5, 1963, at 5:00 o'clock P.M.

TO November 1, 1965, at 5:00 o'clock P.M.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period. Said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales as defined in the Uniform Conditional Sales Act and liens on or transfers of the title to chattels and such as may have become fitures, are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed, describing said real estate. The records of the United States District Court are not included, unless expressly specified. Municipal Assessments, ditch and special assessments not certified to the County Treasurer or Recorder are not included. Exceptions, if any, specified in abstract, limit pro tanto this certificate.

This certificate includes a search of the Fixture Index in the office of the Recorder of DeKalb County, Indiana, as required by the Uniform Commercial Code with respect to any security interest in fixtures containing an adequate legal description of the real estate herein. The Certificate to this Abstract is hereby limited to not include a search for statements involving security interests in crops.

No liability shall exist under this Certificate unless the fee in consideration of which the same is made shall have been paid. This Certificate shall be voidable without notice at the option of the Company at any time after the expiration of sixty days from the date thereof for non-payment of such fee. No such fee shall be considered paid until received by the Company.

Search for Judgment liens has been made as to the following named persons:

Ruth G. Moffet
Alfred E. Woodcock and/or Alma L. Woodcock

KNAPP ABSTRACT OFFICE

By Mildred Grant
Owner

C A P T I O N

TO

A CONTINUATION OF AN ABSTRACT OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DEKALB COUNTY, STATE OF INDIANA, TO-WIT:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the City of Auburn, DeKalb County, State of Indiana, that lies West of the alley as the same is now located in said addition.

Subject to all Easements and Restrictions as Recorded.

IN THE NAME OF: Alfred E. Woodcock and Alma L. Woodcock, husband and wife.

PREPARED BY: KNAPP ABSTRACT OFFICE, Auburn, Indiana.

Alfred E. Woodcock and Alma L. Woodcock, husband and wife,	) MORTGAGE. $6,500.00
	) Dated: November 9, 1965 4:00 P.M.
To	) Recorded: November 9, 1965
Peoples Savings and Loan Association of DeKalb County, Indiana.	) MORTGAGE RECORD, DeKalb County,
	) Indiana, Vol. 153, Page 394.

The said Mortgagors MORTGAGE AND WARRANT to the said Mortgagee, the following described Real Estate situated in DeKalb County, State of Indiana, to-wit:

All that part of Lot numbered thirteen (13) in Grogg's Addition to the Town, now City of Auburn, DeKalb County, Indiana, that lies west of the alley as the same is now located in said addition.

Subject to all easements and restrictions as recorded.

This Mortgage is given to secure the performances of the conditions hereof and the payment of a certain obligation evidenced by a first mortgage note of even date herewith in the principal sum of $6,500.00. The last installment of the debt secured by this mortgage becomes due on the 30th day of November, 1977.

This mortgage also secures the payment of any additional loans up to but not exceeding $1000.00 made by the Mortgagee at its option to the Mortgagor, and all instruments evidencing the same.

Signed and Sealed:

Alfred E. Woodcock
Alma L. Woodcock

Acknowledged by Alfred E. Woodcock and Alma L. Woodcock, husband and wife, on the 9th day of November, 1965, before Margery G. Randolph, a Notary Public in and for DeKalb County, State of Indiana.

(NOTARY SEAL)

This instrument was prepared by James A. Angelone of Springer & Angelone, Butler, Indiana.

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The following entry appears upon the margin of the record of the foregoing Mortgage, to-wit:

(See Page 64 of Abstract for Release of this Mortgage)

ABSTRACTER'S CERTIFICATE

THIS CERTIFICATE WITNESSETH, That the undersigned, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify, for the use and benefit of any owner of the real estate hereinafter described, his mortgagees, trustees, vendees, and assigns, that the foregoing consisting of 2 sheets, numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, entered or filed of record, in DeKalb County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the Caption thereof.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown, including taxes and special assessments; that the status of such liens is correctly set forth, including any assignments thereof; that all satisfied liens and all releases and other evidences of satisfaction of such liens have been included; that (in case this Certificate be made to the continuation of an Abstract) all changes in the status of liens, shown as such on this Abstract prior to the continuation thereof, have been correctly noted or shown:

The period of time certified to herein is:

FROM November 1, 1965, at 5:00 o'clock P.M.

TO November 9, 1965, at 4:00 o'clock P.M.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period. Said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales as defined in the Uniform Conditional Sales Act and liens on or transfers of the title to chattels and such as may have become fitures, are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed, describing said real estate. The records of the United States District Court are not included, unless expressly specified. Municipal Assessments, ditch and special assessments not certified to the County Treasurer or Recorder are not included. Exceptions, if any, specified in abstract, limit pro tanto this certificate.

This certificate includes a search of the Fixture Index in the office of the Recorder of DeKalb County, Indiana, as required by the Uniform Commercial Code with respect to any security interest in fixtures containing an adequate legal description of the real estate herein. The Certificate to this Abstract is hereby limited to not include a search for statements involving security interests in crops.

No liability shall exist under this Certificate unless the fee in consideration of which the same is made shall have been paid. This Certificate shall be voidable without notice at the option of the Company at any time after the expiration of sixty days from the date thereof for non-payment of such fee. No such fee shall be considered paid until received by the Company.

Search for Judgment liens has been made as to the following named persons:

Alfred E. Woodcock and/or Alma L. Woodcock

KNAPP ABSTRACT OFFICE

By Mildred Grant

Owner

C A P T I O N

TO

A CONTINUATION OF AN ABSTRACT OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DEKALB COUNTY, STATE OF INDIANA, TO-WIT:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the City of Auburn, DeKalb County, State of Indiana, that lies West of the alley as the same is now located in said addition.

Subject to all Easements and Restrictions as Recorded.

IN THE NAME OF: Alfred E. Woodcock and Alma L. Woodcock, husband and wife.

PREPARED BY: KNAPP ABSTRACT OFFICE, Auburn, Indiana.

NO. 57

KNAPP ABSTRACT OFFICE

CONFLICTING MORTGAGE

Kenneth H. Mitchell and Lillian M. Mitchell husband and wife,	) INDEMNIFYING MORTGAGE. $6,314.75
	) Dated: March 10, 1967
To	) Recorded: April 21, 1967
Peoples Trust and Savings Company, Fort Wayne, Indiana.	) MORTGAGE RECORD, DeKalb County,
	) Indiana, Vol. 155, Page 370.

The said Mortgagors MORTGAGE AND WARRANT to the said Mortgagee the following described Real Estate situated in DeKalb County, State of Indiana, to-wit:

Lot 8-13 in Grogg Addition to the City of Auburn, DeKalb County, Indiana.

To secure the payment of the sum of $6,314.75 payable according to the terms and conditions of a certain promissory note of even date herewith .

Signed and Sealed:

Kenneth H. Mitchell
Lillian M. Mitchell

Acknowledged by Kenneth H. & Lillian M. Mitchell on the 10th day of March, 1967, before Paul Borgmann, a Notary Public in and for Allen County, State of Indiana.

(NOTARY SEAL)

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The following entry appears upon the margin of the record of the foregoing Mortgage, to-wit:

(See Page 62 of Abstract for Release of this Mortgage)

TAX STATEMENT

The Records in the Office of the Treasurer of DeKalb County, State of Indiana, show the TAXES assessed against the Real Estate described in the Caption hereof, to be as follows:

AUBURN CITY TAX DUPLICATE

Page 146 Line 17

Assessed in the name of: Woodcock, Alfred E. & Alma L.

Description: Groggs Add. W. of Alley lot 13

Assessed valuation of Lot:	$ 800.00
" " Improvements:	2080.00
Mortgage Exemption:	1000.00
Total Net Taxable VAluation:	$ 1880.00

TAXES FOR THE YEAR 1967, PAYABLE IN 1968

1st. Installment:	$ 90.05	PAID 4-26-68
2nd. Installment:	$ 90.05	PAID 10-29-68

KNAPP ABSTRACT OFFICE

ABSTRACTER'S CERTIFICATE

THIS CERTIFICATE WITNESSETH, That the undersigned, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify, for the use and benefit of any owner of the real estate hereinafter described, his mortgagees, trustees, vendees, and assigns, that the foregoing consisting of 3 sheets, numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, entered or filed of record, in DeKalb County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the Caption thereof.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown, including taxes and special assessments; that the status of such liens is correctly set forth, including any assignments thereof; that all satisfied liens and all releases and other evidences of satisfaction of such liens have been included; that (in case this Certificate be made to the continuation of an Abstract) all changes in the status of liens, shown as such on this Abstract prior to the continuation thereof, have been correctly noted or shown:

The period of time certified to herein is: FROM November 9, 1965, at 4:00 o'clock P.M.
TO December 7, 1968, at 5:00 o'clock P.M.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, **are not included, even though existing during said period. Said real estate is herein certified to as subject to existing** public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales as defined in the Uniform Conditional Sales Act and liens on or transfers of **the title to chattels and such as may have become fitures, are not included. Pending suits are not included unless the said** real estate is the subject matter thereof, or a Lis Pendens notice has been filed, describing said real estate. The records **of the United States District Court are not included, unless expressly specified.** Municipal Assessments, ditch and special assessments not certified to the County Treasurer or Recorder are not included. Exceptions, if any, specified in abstract, limit pro tanto this certificate.

This certificate includes a search of the Fixture Index in the office of the Recorder of DeKalb County, Indiana, as required by the Uniform Commercial Code with respect to any security interest in fixtures containing an adequate legal description of the real estate herein. The Certificate to this Abstract is hereby limited to not include a search for statements **involving security interests in crops.**

No liability shall exist under this Certificate unless the fee in consideration of which the same is made shall have been paid. This Certificate shall be voidable without notice at the option of the Company at any time after the expiration of sixty days from the date thereof for non-payment of such fee. No such fee shall be considered paid until received by the Company.

Search for Judgment liens has been made as to the following named persons:

Alfred E. Woodcock and/or Alma L. Woodcock

KNAPP ABSTRACT OFFICE
By Mildred Grant
Owner.

C A P T I O N

TO

A CONTINUATION OF AN ABSTRACT OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DEKALB COUNTY, STATE OF INDIANA, TO-WIT:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the City of Auburn, DeKalb County, State of Indiana, that lies West of the alley as the same is now located in said addition.

Subject to all Easements and Restrictions as Recorded.

IN THE NAME OF: Alfred E. Woodcock and Alma L. Woodcock, husband and wife.

PREPARED BY: KNAPP ABSTRACT OFFICE, Auburn, Indiana.

) PARTIAL RELEASE OF MORTGAGE
) Dated: December 20, 1968
) Recorded: December 23, 1968
) RECORD OF MORTGAGES, DeKalb
) County, Indiana, Vol. 158,
) Page 543.

FOR VALUE RECEIVED, the undersigned, The Peoples Trust and Savings Company, of Fort Wayne, Indiana, mortgagee named in that certain mortgage given March 10, 1967, by Kenneth H. Mitchell and Lillian M. Mitchell, husband and wife, recorded in Book 155, Page 370, of the Mortgage Records of DeKalb County, Indiana.

DOES HEREBY RELEASE from the lien, force and effect of said mortgage, the real estate in DeKalb County, Indiana, described as follows, to-wit:

Part of Lot Numbered Eight (8) in Grogg's Addition to the City of Auburn, bounded by a line commencing at the Southeast corner of said Lot, running thence West to the Southwest corner of said Lot, thence North on the West boundary line of said Lot Fifty Three (53) feet; thence East on a line parallel with the South boundary line of said Lot to the East boundary line of said Lot; thence in a Southwesterly direction Fifty Four (54) feet to the place of beginning.
ALSO, All that part of Lot Numbered Twelve (12) in Grogg's Addition to the City of Auburn, which lies East of the alley as now located through said Lot Twelve (12).
ALSO, Commencing at the Southeast corner of Lot Numbered Thirteen (13) in said Grogg's Addition to Auburn, thence North on the East line of said Lot Numbered Thirteen (13) a distance of Three (3) feet; thence West parallel with the South line of said Lot to the East line of the alley as now located; thence in a Southwesterly direction along the East line of said alley to the South line of said Lot Numbered Thirteen (13), thence East along the South line of said Lot Numbered Thirteen (13) of the place of beginning.
ALSO, All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the Town, now City, of Auburn DeKalb County, Indiana, that lies West of the alley as the same is now located in said addition.
Subject to all Easements and Restrictions as Recorded; all in said DeKalb County, Indiana.

Said mortgage remains in full force and effect as to the remainder of the real estate therein described.

KNAPP ABSTRACT OFFICE

WITNESS our name and seal this 20th day of December, 1968.

THE PEOPLES TRUST AND SAVINGS COMPANY,

By James E. Felts
(James E. Felts) Vice President

Attest: Lawrence Mullen
(Lawrence Mullen) Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 20th day of December, 1968, James E. Felts and Lawrence Mullen, respectively, Vice President and Secretary of The Peoples Trust and Savings Company, and acknowledged the execution of the foregoing Partial Release of Mortgage for and on its behalf, for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal.

Joan M. Clark
(Notary Public

My Commission Expires:
10-23-70

This instrument was prepared by George Kowalczyk, attorney-at-law.

KNAPP ABSTRACT OFFICE

) SATISFACTION OF MORTGAGE
) Dated: December 23, 1968
) Recorded: December 23, 1968
) MORTGAGE RECORD, DeKalb County,
) Indiana, Vol. 158, Page 544.

Satisfaction of Mortgage

This Certifies, That a certain Mortgage executed by Alfred E. Woodcock and Alma L. Woodcock, husband and wife, to Peoples Savings and Loan Association of DeKalb County Indiana, on 9th day of November 19 65, calling for $6,500.00 and recorded in Mortgage Record No. 153, Page 394, DeKalb County, State of Indiana, has been fully paid and Satisfied, and the same is hereby released.

WITNESS its hands and seal s, this 23rd day of December 19 68

SEAL

Peoples Savings and Loan Association of DeKalb County Indiana

Attest: Jewell D. Williams
It's Secretary

By: Roger J. Wertenberger
It's President

State of Indiana, DeKalb County, ss:

Before me, the undersigned, a Notary Public in and for said County, this 23rd day of December 19 68, Peoples Savings and Loan Association of DeKalb County, Indiana, by Roger J. Wertenberger, its President and attested to by: Jewell D. Williams, its Secretary, acknowledged the execution of the annexed satisfaction of mortgage.

WITNESS MY HAND and official Seal.

E. Diane Sayles Notary Public
E. Diane Sayles

My Commission expires November 18, 1972

This Instrument was prepared by Henry C. Springer, Springer & Angelone, Butler, Indiana.

#1853
RECEIVED FOR RECORD
4:15 o'clock P M and Recorded
In Record 158 Page 544
DEC 23 1968
Lorraine Rinehold
RECORDER OF DE KALB CO.

NO. 64

KNAPP ABSTRACT OFFICE

Alfred E. Woodcock and Alma L. Woodcock, husband and wife,) MORTGAGE. $8,500.00

) Dated: December 23, 1968

To) Recorded: December 23, 1968 4:15 O'clock P.M.

Peoples Savings and Loan Association of DeKalb County, Indiana.) MORTGAGE RECORD, DeKalb County, Indiana, Vol. 158, Page 545.

The said Mortgagor MORTGAGE AND WARRANT to the said Mortgagee the following described Real Estate situated in DeKalb County, State of Indiana, to-wit:

All that part of Lot Numbered Thirteen in Grogg's Addition to the Town, now City, of Auburn, DeKalb County, Indiana, that lies West of the alley as the same is now located in said addition.
Subject to all Easements and Restrictions as Recorded.

This mortgage is given to secure the performances of the conditions hereof and the payment of a certain obligation evidenced by a first mortgage note of even date herewith, executed by the mortgagors to the mortgagee in the principal sum of Eight Thousand Five Hundred and 00/100 - - - - Dollars ($8,500.00). The last installment of the debt secured by this mortgage becomes due on the 30th. day of December, 1988.
This mortgage also secures the payment of any additional loans up to but not exceeding $1000.00 made by the Mortgagee at its option to the Mortgagor, and all instruments evidencing the same.

Signed and Sealed:

Alfred E. Woodcock
Alma L. Woodcock

Acknowledged by Alfred E. Woodcock and Alma L. Woodcock, husband and wife, on the 23rd day of December, 1968, before E. Diane Sayles, a Notary Public in and for DeKalb County, State of Indiana.
(NOTARY SEAL)

This Instrument was prepared by James A. Angelone of Springer & Angelone, Butler, Indiana.

- - - 0 - - -

The following entry appears upon the margin of the record of the foregoing Mortgage, to-wit:

NO. _____ KNAPP ABSTRACT OFFICE

NO. 65 KNAPP ABSTRACT OFFICE

ABSTRACTER'S CERTIFICATE

THIS CERTIFICATE WITNESSETH, That the undersigned, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify, for the use and benefit of any owner of the real estate hereinafter described, his mortgagees, trustees, vendees, and assigns, that the foregoing consisting of 5 sheets, numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, entered or filed of record, in DeKalb County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the Caption thereof.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown, including taxes and special assessments; that the status of such liens is correctly set forth, including any assignments thereof; that all satisfied liens and all releases and other evidences of satisfaction of such liens have been included; that (in case this Certificate be made to the continuation of an Abstract) all changes in the status of liens, shown as such on this Abstract prior to the continuation thereof, have been correctly noted or shown:

The period of time certified to herein is: FROM December 7, 1968. 5 o'clock P.M.

TO December 23, 1968, 4:15 o'clock P.M.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period. Said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales as defined in the Uniform Conditional Sales Act and liens on or transfers of the title to chattels and such as may have become fitures, are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed, describing said real estate. The records of the United States District Court are not included, unless expressly specified. Municipal Assessments, ditch and special assessments not certified to the County Treasurer or Recorder are not included. Exceptions, if any, specified in abstract, limit pro tanto this certificate.

This certificate includes a search of the Fixture Index in the office of the Recorder of DeKalb County, Indiana, as required by the Uniform Commercial Code with respect to any security interest in fixtures containing an adequate legal description of the real estate herein. The Certificate to this Abstract is hereby limited to not include a search for statements involving security interests in crops.

No liability shall exist under this Certificate unless the fee in consideration of which the same is made shall have been paid. This Certificate shall be voidable without notice at the option of the Company at any time after the expiration of sixty days from the date thereof for non-payment of such fee. No such fee shall be considered paid until received by the Company.

Search for Judgment liens has been made as to the following named persons:

Alfred E. Woodcock and/or Alma L. Woodcock

KNAPP ABSTRACT OFFICE

By Mildred Grant
Owner.

Caption
To
Abstract of Title

Prepared by

Auburn Abstract Company, Inc.
Auburn, Indiana

To the following described Real Estate in DeKalb County, State of Indiana:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the City of Auburn, DeKalb County, State of Indiana, that lies West of the alley as the same is now located in said addition.

No.....

CV-79-23
IN RE: THE MARRIAGE OF
ALFRED E. WOODCOCK
AND
ALMA L. WOODCOCK

PETITION FOR DISSOLUTION OF MARRIAGE

Filed: August 24, 1979

DeKalb Superior Court of Indiana

Civil Order Book 2 page 389

- - - - -

The Court having heretofore taken this cause under advisement now finds that at the trial of this cause the Petitioner (Husband) had appeared in person and by counsel, Joe A. Rowe, and had presented proof of the issuance and service of process upon the Respondent (Wife) in the following words and figures, to-wit: (H.I.): that the Respondent (Wife) had appeared in person and by counsel, Monte L. Brown; that the cause was ready for trial, and that more than sixty days had elapsed since the filing of the Petition. This cause was submitted to the Court for trial. The evidence was heard and concluded and the Court, being duly advised in the premises, HEREBY FINDS, CONSIDERS, ORDERS, ADJUDGES AND DECREES:

1. That the Court has jurisdiction both of the parties and of the subject matter of this proceeding.

2. That the bond of matrimony which heretofore existed between the parties be dissolved.

3. Petitioner (Husband) shall receive the following described personal property:

a. The real estate of the parties located at 814 Midway Drive, Auburn, and legally described as

Lot Number 13 in Grogg's Addition to the City of Auburn, laying West of the alley

and he shall assume and agree to pay the mortgage for which said real estate is given as security in the amount of $1,350.00. Husband shall hold Wife harmless from the said mortgage.

b. All of his coin collection.

c. Bookcase.

No..... Auburn Abstract Company, Inc.

d. Six television sets.

e. 1965 Ford Galaxy automobile.

f. 1968 Ford Torino automobile.

g. 1968 Chevrolet ½ ton pick-up truck.

h. All furniture in his possession with the exception of one wood lamp, Wife's father's small table and Hollywood headboard.

Husband shall receive possession of any coins which Wife has in her possession. Wife is directed to search her premise and if she has none of the Husband's coins, she is directed to file an affidavit that she does not have any of the said coins. Said affidavit should be filed within 30 days.

4. Wife shall receive as her own separate property the following described items:

a. All items of furniture in her present possession.

b. Cash which she presently has in possession of approximately $1,400.00.

c. One wood lamp, her father's small table and Hollywood headboard in the possession of the Husband, which items are ordered returned to the Wife within 30 days.

5. Husband shall assume to pay and agree to hold Wife harmless from the obligation of the parties to Dr. Brandt in the approximate sum of $195.00.

6. In order to balance the equities herein, Alma L. Woodcock shall have and recover from Alfred E. Woodcock a judgment in the sum of $15,000.00, which said judgment shall be payable within 90 days. Said judgment if paid within 90 days herefrom shall not bear interest. If the same is not paid within 90 days, the real estate herein shall be sold and the Court shall appoint upon application of the Wife Commissioners for purposes of executing the Husband's interest in and to said real estate.

7. That the costs of this action be taxed to the Husband.

Judgment accordingly.

SO ORDERED THIS 24TH DAY OF AUGUST, 1979.

Fee Book 1 page 512 shows filing fees of $28.00 Paid.

CV-79-23

Alfred E. Woodcock

and

Alma L. Woodcock

Judgment

Dated: August 24, 1979
Entered: September 5, 1979

DeKalb Superior Court of Indiana

Fee Book 1 page 512
Judgment Docket 1 page 79

Against: Plaintiff

Amount: $15,000.00 UNRELEASED

- - - - -

Auburn Abstract Company, Inc.

TAXES AND ASSESSMENTS

The records in the office of the Auditor of DeKalb County, Indiana, and the records in the office of the Treasurer of DeKalb County, Indiana, show the real estate described in the Caption of this Abstract entered for taxation with taxes due or delinquent for the year 1978 payable in 1979 as follows: ——

Auditor's Transfer Record: ——
In the name of:

Auburn
Woodcock, Alfred E. & Alma L.
Groggs Add W of Alley Lot 13

Treasurer's Tax Duplicate:——

In the name of: ——

Auburn

Woodcock, Alfred E. & Alma L.

Groggs Add W of Alley Lot 13

Assessed Value of Lot: $720
Assessed Value of Improvements: $2420
Mortgage Exemption: $1000.
1st Installment: $62.22 paid 5-7-79
2nd Installment: $62.22 paid 11-1-79

ABSTRACTER'S CERTIFICATE

THIS CERTIFICATE WITNESSETH, That the undersigned, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify, for the use and benefit of any owner of the real estate hereinafter described, his mortgagees, trustees, vendees, and assigns, that the foregoing consisting of 6 sheets, numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, entered or filed of record, in DeKalb County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the Caption thereof.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown, including taxes and special assessments; that the status of such liens is correctly set forth, including any assignments thereof; that all satisfied liens and all releases and other evidences of satisfaction of such liens have been included; that (in case this Certificate be made to the continuation of an Abstract) all changes in the status of liens, shown as such on this Abstract prior to the continuation thereof, have been correctly noted or shown:

The period of time certified to herein is:

FROM December 23, 1968 at 4:15 P.M.

TO December 5, 1979 at 5:00 P.M.

No. 79-810

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit and Superior Courts of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period. Said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales as defined in the Uniform Conditional Sales Act and liens on or transfers of the title to chattels and such as may have become fixtures, are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed, describing said real estate. The records of the United States District Court are not included, unless expressly specified. Municipal Assessments, ditch and special assessments not certified to the County Treasurer or Recorder are not included. Exceptions, if any, specified in abstract, limit pro tanto this certificate.

This certificate includes a search of the Fixture Index in the office of the Recorder of DeKalb County, Indiana, as required by the Uniform Commercial Code with respect to any security interest in fixtures containing an adequate legal description of the real estate herein. The Certificate to this Abstract is hereby limited to not include a search for statements involving security interests in crops.

No liability shall exist under this Certificate unless the fee in consideration of which the same is made shall have been paid. This Certificate shall be voidable without notice at the option of the Company at any time after the expiration of sixty days from the date thereof for non-payment of such fee. No such fee shall be considered paid until received by the Company.

Search for Judgment liens has been made as to the following named persons:

Alfred E. Woodcock
Alma L. Woodcock

ADEQUATE TITLE PLANT
APPROVED
I.L.T.A.
PERMIT NO. 107
INDIANA LAND TITLE ASSOCIATION

AUBURN ABSTRACT COMPANY, Inc.

By _____
PRESIDENT

Caption
To
Abstract of Title

Prepared by

Auburn Abstract Company, Inc.
Auburn, Indiana

To the following described Real Estate in DeKalb County, State of Indiana:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to The City of Auburn, DeKalb County, State of Indiana, that lies West of the alley as the same is now located in said addition.

1442
RECEIVED FOR RECORD
11:25 o'clock A M and recorded
In Record 197 Page 512
JAN 11 1980
Judith Moore
RECORDER OF DE KALB CO

Satisfaction of Mortgage

This Certifies, That a certain Mortgage executed by Alfred E. Woodcock and Alma L. Woodcock, husband and wife to **Peoples Federal Savings and Loan Association of DeKalb County, Home office, Auburn, Indiana,** on 23rd day of December, 1968, calling for $ 8,500.00 and recorded in Mortgage Record No. 158, Page 545, DeKalb County, State of Indiana, has been fully paid and Satisfied, and the same is hereby released.

WITNESS its hands and seals, this 11th day of January, 19 80.

Peoples Federal Savings and Loan Association of DeKalb County

Attest: [signature] It's Secretary

By: [signature] It's President

State of Indiana, DeKalb County, ss:

Before me, the undersigned, a Notary Public in and for said County, this 11th day of January, 19 80, Peoples Federal Savings and Loan Association of DeKalb County, by Roger J. Wertenberger, President, and Jewell D. Williams, Secretary acknowledged the execution of the annexed satisfaction of mortgage.

WITNESS MY HAND and official Seal.

[signature] Notary Public
Retha D. Butler, A Resident of DeKalb County

My Commission expires May 8, 1982

This instrument was prepared by James A. Angelone, Attorney at Law, Butler, IN.

Change of Name

Dated: November 3, 1971

Recorded: December 8, 1971

Record of Miscellaneous, DeKalb County, Indiana. Volume DD Page 459

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I, Joseph F. Schram, Assistant Secretary to the Federal Home Loan Bank Board, hereby certify that a Charter was granted to the Peoples Savings and Loan Association of DeKalb County, Auburn, Indiana, under the name of "Peoples Federal Savings and Loan Association of DeKalb County", with its office at Auburn, Indiana, on October 26, 1971, as provided in Federal Home Loan Bank Board Resolution No. 71-1121, dated October 26, 1971.

I further certify that the conversion of said association into a Federal savings and loan association will be completed, in accordance with Section 543.12 of the Rules and Regulations for the Federal Savings and Loan System, upon the filing of this certification as required by Section 18-2130(b) of Burns' Indiana Statutes.

Joseph F. Schram
Assistant Secretary

FEDERAL HOME LOAN BANK BOARD

No. 71-1121

Date: October 26, 1971

RESOLVED that the Peoples Savings and Loan Association of DeKalb County, is hereby permitted to convert itself into a Federal Savings and Loan Association under the name and style of "Peoples Federal Savings and Loan Association of DeKalb County", with its office at Auburn, in the State of Indiana, and a Charter, in the form of Charter K (Rev.), shall be issued to such association.

By the Federal Home Loan Bank Board

Eugene M. Herrin,
Assistant Secretary

Resolution

Dated: November 16, 1971

Recorded: December 8, 1971

Miscellaneous Records, DeKalb County, Indiana. Volume DD Page 460

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State of Indiana)
) SS:
County of DeKalb)

Jewell D. Williams, being first duly sworn upon her oath, says that she is the duly elected, qualified and acting Secretary of the Peoples Federal Savings and Loan Association of DeKalb County and that a regular meeting of the Board of Directors of said Association held in Auburn, Indiana, on the 16th day of November, 1971 the following resolution was adopted:

"Whereas the Peoples Savings and Loan Association of DeKalb County, Indiana, was a savings and loan association, incorporated under the laws of the State of Indiana and with it's principal office and place of business in the City of Auburn, DeKalb County, Indiana.

And whereas on the 21st day of September, 1971, at Peoples Savings and Loan Association of DeKalb County, Indiana, filed an application to convert said savings and loan association to a Federal Savings and Loan Association.

And whereas on the 26th day of October, 1971, said application was approved and a Federal Charter granted to said applicant under the name of Peoples Federal Savings and Loan Association of DeKalb County, with it's principal office and place of business in the City of Auburn, DeKalb County, Indiana.

And whereas said Federal charter was accepted on November 16, 1971.

And whereas the Peoples Savings and Loan Association of DeKalb County, Indiana, from time to time heretofore acquired title to real estate and accepted real estate mortgages.

And whereas the Peoples Federal Savings and Loan Association of DeKalb County, will in the future acquire title to real estate and take and accept real estate mortgages.

Now therefore, be it resolved that the President or any Vice President of this Association are hereby authorized and empowered to make releases of mortgages, whether payable to the Peoples Savings and Loan Association of DeKalb County, Indiana, or the Peoples Federal Savings and Loan Association of DeKalb County.

Be it further resolved that the President or any Vice President of this Association and attested by the Secretary of this Association, be and they hereby are authorized and empowered to execute deeds of conveyance of real estate, held in either the name of the Peoples Savings and Loan Association of DeKalb County, Indiana, or the Peoples Federal Savings and Loan Association of DeKalb County.

Be it further resolved that a copy of this resolution be recorded in the Recorder's office of each and every County in the State of Indiana where the Peoples Savings and Loan Association of DeKalb County, Indiana or the Peoples Federal Savings and Loan Association of DeKalb County, has been or may in the future be doing or transacting any legal business or recording any legal instruments."

(SEAL) Jewell D. Williams

Subscribed and sworn to before me a Notary Public in and for said County and State this 2nd day of December, 1971.

E. Diane Sayles
(NOTARY SEAL) Notary Public

My commission expires: November 18, 1972.

This instrument was prepared by Henry C. Springer, Springer & Angelone, Butler, Indiana.

No._____ Auburn Abstract Company, Inc.

QUIT-CLAIM DEED

This indenture witnesseth that ALMA L. WOODCOCK, single and over the age of eighteen (18) years

of DeKalb *County in the State of* Indiana

Releases and quit claims to ALFRED E. WOODCOCK

of DeKalb *County in the State of* Indiana

for and in consideration of One dollar and other valuable consideration *the receipt whereof is hereby acknowledged, the following Real Estate in* DeKalb *County in the State of Indiana, to wit:*

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the town, now City of Auburn, DeKalb County, Indiana, that lies west of the alley as the same is now located in said addition.

Subject to all easements, highways, right of ways and restrictions of record; subject to all taxes and assessments.

This conveyance is made pursuant to an order of the DeKalb Superior Court, DeKalb County, Indiana, in Civil Cause Number CV-79-23, wherein the Grantor was the Respondent and the Grantee was the Petitioner, whereby the Grantor assigns all of her right, title and interest in and to the above described real estate to the Grantee pursuant to said Court Order.

1440
RECEIVED FOR RECORD
11:00 o'clock A M and recorded
In Record 171 Page 507
JAN 11 1980
Judith Moore
RECORDER OF DE KALB CO.

State of Indiana, DeKalb **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd *day of* January 1980 *personally appeared:*

Alma L. Woodcock, single and over the age of eighteen (18) years

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires April 19 1982

Lois Kester
Lois Kester *Notary Public*
A resident of DeKalb County, Ind.

Dated this 2nd **Day of** January 19 80

Alma L. Woodcock *Seal*
ALMA L. WOODCOCK

Seal

Seal

DULY ENTERED FOR TAXATION
JAN 11 1980
Marjorie E. Caw
AUDITOR DE KALB COUNTY *Seal*

Seal

Seal

This instrument prepared by Monte L. Brown, Poff & Brown, 211 N. Cedar St., Auburn, Ind. *Attorney at Law*

MORTGAGE

THIS MORTGAGE is made this ....10th.... day of ....January,...., 19 80., between the Mortgagor, ...Alfred. E.. Woodcock,..an. adult. over. 18. years. of. age, ...(herein "Borrower"), and the Mortgagee, ...PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION OF DEKALB COUNTY..., a corporation organized and existing under the laws of ....The .United. States. of. America whose address is..... ....212 West 7th Street .....Auburn, Indiana. 46706 .....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of..Seventeen. Thousand .Five .Hundred .....and. no/100. -. -. -. -. -. ($17., 500. 00)..Dollars, which indebtedness is evidenced by Borrower's note dated..January..10,..1980....(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on....January. 30,..2000. .....;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of ..... DeKalb....., State of Indiana:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the Town, now City of Auburn, DeKalb County, Indiana, that lies West of the alley as the same is now located in said Addition.

Subject to all easements, highways, right of ways and restrictions of record.

1441
RECEIVED FOR RECORD
11:02 o'clock A M and recorded
In Record 197 Page 511
JAN 11 1980
Judith Moore
RECORDER OF DE KALB CO

which has the address of ....814 Midway Drive [Street], ...Auburn [City], ...Indiana...46706..... (herein "Property Address"); [State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note ~~plus~~.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

23. Waiver of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Loan No. 51010134

Alfred E. Woodcock .....(Seal)
Alfred E. Woodcock —Borrower

.....(Seal)
—Borrower

STATE OF INDIANA, ...DeKalb.....County ss:

On this....10th.....day of.....January,....., 19 80, before me, the undersigned, a Notary Public in and for said County, personally appeared...Alfred E. Woodcock, an adult over ...the age of 18 years,....., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:
5-8-82

Retha D. Butler .....
Retha D. Butler Notary Public a resident of DeKalb County

This instrument was prepared by: James A. Angelone, Attorney at Law, Butler, Indiana

ABSTRACTER'S CERTIFICATE

THIS CERTIFICATE WITNESSETH, That the undersigned, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify, for the use and benefit of any owner of the real estate hereinafter described, his mortgagees, trustees, vendees, and assigns, that the foregoing consisting of -8- sheets, numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, entered or filed of record, in DeKalb County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the Caption thereof.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown, including taxes and special assessments; that the status of such liens is correctly set forth, including any assignments thereof; that all satisfied liens and all releases and other evidences of satisfaction of such liens have been included; that (in case this Certificate be made to the continuation of an Abstract) all changes in the status of liens, shown as such on this Abstract prior to the continuation thereof, have been correctly noted or shown:

The period of time certified to herein is:

FROM December 5, 1979 at 5:00 P.M.

TO January 11, 1980 at 5:00 P.M.

No. 79-810

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit and Superior Courts of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period. Said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales as defined in the Uniform Conditional Sales Act and liens on or transfers of the title to chattels and such as may have become fixtures, are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed, describing said real estate. The records of the United States District Court are not included, unless expressly specified. Municipal Assessments, ditch and special assessments not certified to the County Treasurer or Recorder are not included. Exceptions, if any, specified in abstract, limit pro tanto this certificate.

This certificate includes a search of the Fixture Index in the office of the Recorder of DeKalb County, Indiana, as required by the Uniform Commercial Code with respect to any security interest in fixtures containing an adequate legal description of the real estate herein. The Certificate to this Abstract is hereby limited to not include a search for statements involving security interests in crops.

No liability shall exist under this Certificate unless the fee in consideration of which the same is made shall have been paid. This Certificate shall be voidable without notice at the option of the Company at any time after the expiration of sixty days from the date thereof for non-payment of such fee. No such fee shall be considered paid until received by the Company.

Search for Judgment liens has been made as to the following named persons:

Alfred E. Woodcock
Alma L. Woodcock

ADEQUATE TITLE PLANT
APPROVED
I.L.T.A.
PERMIT NO. 107
INDIANA LAND TITLE ASSOCIATION

AUBURN ABSTRACT COMPANY, Inc.

By _____
PRESIDENT

NOTE

US $ 17,500.00 ..... Auburn, ..., Indiana
City

.....January 10, ..., 19 80

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay.....
..... PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION OF DEKALB COUNTY., or order, the principal sum of
Seventeen Thousand Five Hundred and no/100 - Dollars, with
interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Twelve and one-half
....(12 1/2%)..... percent per annum. Principal and interest shall be payable at.....
..... 212 West 7th Street..... Auburn, Indiana 46706 ....., or such other place as the Note holder may
designate, in consecutive monthly installments of One Hundred Ninety-eight and 84/100 - - - - - - - - - - - - - - - - - - -

PEOPLES FEDERAL SAVINGS BANK
212 WEST 7TH STREET • AUBURN, INDIANA 46706
(219) 925-2500

August 2, 1991

Alfred E. Woodcock
C/O Gloria Howe, POA
814 Midway Drive
Auburn, IN 46706

RE: Paid Papers

Dear Mr. Woodcock:

Enclosed are the paid papers for your loan no. 11-002358-0. Included in these are the abstract, mortgage, note, and quit-claim deed. If we can be of any further service to you, please call.

Sincerely,

PEOPLES FEDERAL SAVINGS BANK

PaulaDean Hertsel

pdh
enclosure

EQUAL HOUSING LENDER

Deposits Federally Insured to $100,000
Backed by the Full Faith and Credit of the United States Government

MORTGAGE

THIS MORTGAGE is made this 10th day of January, 1980., between the Mortgagor, Alfred E. Woodcock, an adult over 18 years of age, (herein "Borrower"), and the Mortgagee, PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION OF DEKALB COUNTY, a corporation organized and existing under the laws of The United States of America whose address is 212 West 7th Street Auburn, Indiana 46706 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventeen Thousand Five Hundred and no/100 ($17,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 10, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 30, 2000;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of DeKalb, State of Indiana:

All that part of Lot Numbered Thirteen (13) in Grogg's Addition to the Town, now City of Auburn, DeKalb County, Indiana, that lies West of the alley as the same is now located in said Addition.

Subject to all easements, highways, right of ways and restrictions of record.

1441
RECEIVED FOR RECORD
11:02 o'clock A M and recorded
In Record 197 Page 511
JAN 11 1980
Judith Moore
RECORDER OF DE KALB CO

which has the address of 814 Midway Drive [Street], Auburn [City], Indiana 46706 [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Propert

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus XXXXX.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

23. Waiver of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Loan No. 51010134

Alfred E. Woodcock (Seal)
Alfred E. Woodcock —Borrower

(Seal)
—Borrower

STATE OF INDIANA, DeKalb County ss:

On this 10th day of January, 1980, before me, the undersigned, a Notary Public in and for said County, personally appeared Alfred E. Woodcock, an adult over the age of 18 years, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:
5-8-82

Retha D. Butler Notary Public a resident of DeKalb County

This instrument was prepared by: James A. Angelone, Attorney at Law, Butler, Indiana

(Space Below This Line Reserved For Lender and Recorder)

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

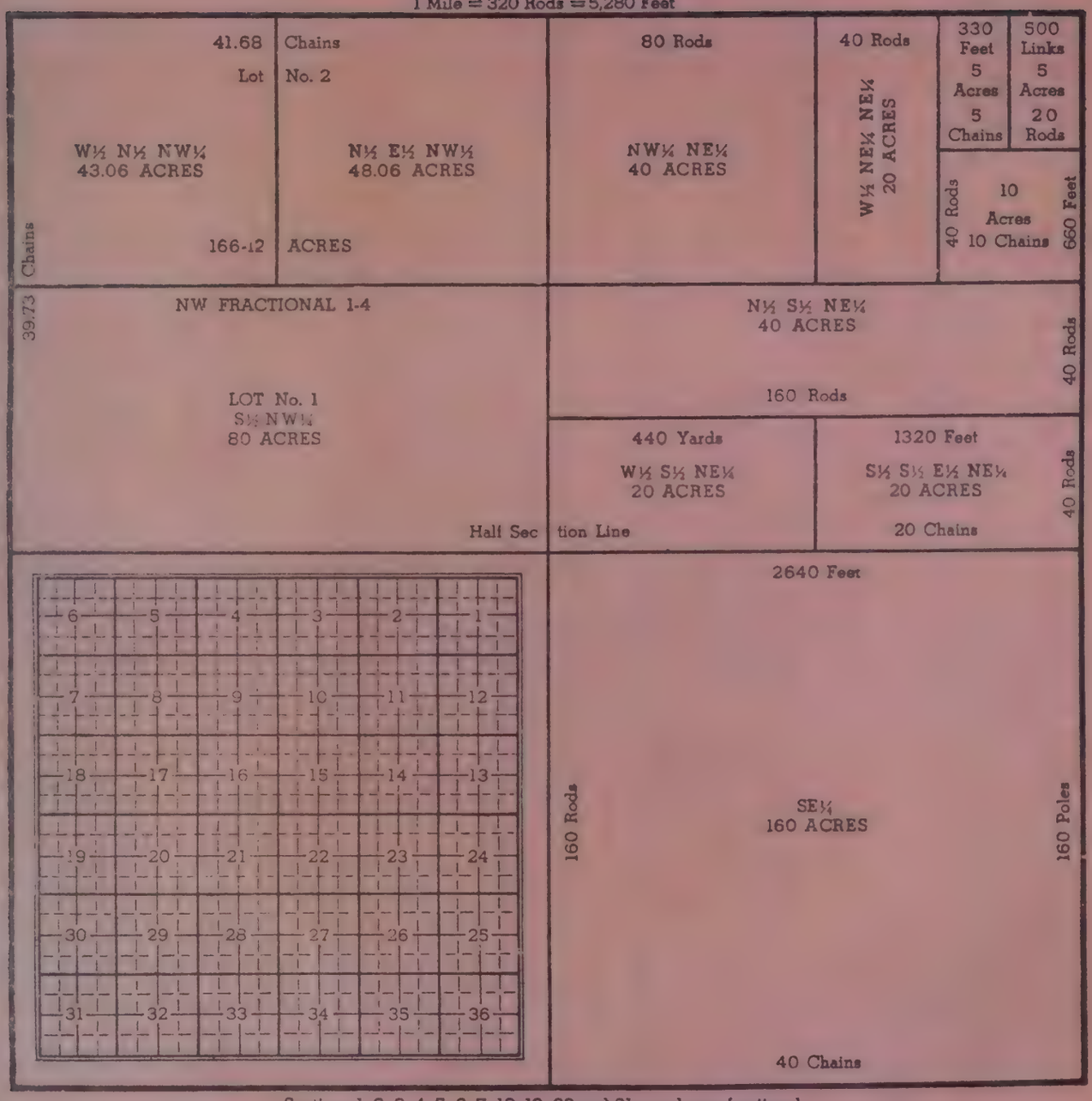
17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time



Sections 1, 2, 3, 4, 5, 6, 7, 18, 19, 30 and 31 are always fractional.

LAND MEASURE

1 mile = 80 chains 320 rods, 1,760 yards or 5,280 feet
16½ feet = 1 rod, perch or pole.
1 chain = 66 feet, 100 links or 4 rods.
1 link = 7.92 inches.
25 links = 1 rod.
4 rods = 1 chain.
144 square inches = 1 square foot.
9 square feet = 1 square yard.
30¼ square yards = 1 square rod.
160 square rods = 1 acre.
10,000 square links = 1 square chain.
10 square chains = 1 acre.
1 acre = 208.708 feet by 208.708 feet.
1 acre = 43,560 square feet.
1 acre = 4,840 square yards.
1 acre = 160 square rods.
640 acres = 1 square mile or section.
36 square miles or sections = 1 township.

12/14/2012
TA 279600 C 1 00
HF GROUP - IN
ECKHART PUBLIC LIBRARY
8401 9100 208 732 4